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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह भलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों और (संघ राज्यक्षेत्र प्रशासनों को छोड़ कर)
केन्द्रीय प्राधिकारियों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence) by Central Authorities (other than the
Administrations of Union Territories)

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 5 जुलाई, 1980

का० आ० 2033—यत्, निर्वाचन आयोग का समाधान हो गया है कि जनवरी, 1980 में हुए पांडिचेरी विधान सभा के लिए साधारण निर्वाचन के लिए 14-थिरुवुनई (अ०जा०) निर्वाचन क्षेत्र से चुनाव लड़ने वाले उर्मिदवार श्री डी० अन्नामलाई, कोथापुरनाथम कालोनी, कण्डामगलम, पांडिचेरी लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्गत बनाए गए नियमों द्वारा अर्पण अभन निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यत्, उक्त उर्मिदवार ने, उसे सम्बन्ध सूचना दिये जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उनके पास इस असफलता के लिए कोई पर्याप्त कारण या तथ्यावली नहीं है ;

अतः, अतः, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एन०डूआर उक्त श्री डी० अन्नामलाई का संसद के किसी भी सदन

के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[स० पांडि०-वि०स०/14/80(I)]

अदेश से,
सतीश चन्द्र जैन, अवर सचिव

ELECTION COMMISSION OF INDIA

ORDER

New Delhi, the 5th July, 1980

S.O. 2033.—Whereas the Election Commission is satisfied that Shri D. Annamalai, Kothapurinatham Colony, Kandamangalam, Pondicherry, a contesting candidate for general election to the Pondicherry Legislative Assembly held in January, 1980 from 14-Thirubuvana (SC) Assembly constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri D. Annamalai to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of State for a period of three years from the date of this order.

By order,
[No. POND-LA/14/80(1)]
S. C. JAIN, Under Secy.

आदेश

नई दिल्ली, 5 जुलाई, 1980

का० आ० 2034.—यतः, निर्वाचन आयोग का समाधान हो गया है कि अनवर, 1980 में हुए लोक सभा के लिए साधारण निर्वाचन के लिए 18-बुल्हाना (अ०प्र०) संसदीय निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री काले सुकदेव नंदा, मु० बिचौली जहागिर, पी० आडगाव राजा, त० मोहोदर लोक प्रतिनिधित्व अधिनियम, 1951 तथा मंडान बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और यतः, उक्त उम्मीदवार द्वारा दिये गये अध्यावेदन पर विचार करने के पश्चात् निर्वाचन आयोग का यह भी समाधान हो गया है कि उभक्त पाम इस असफलता के लिए कोई पर्याप्त कारण या व्याख्यान नहीं है।

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग पत्रद्वारा उक्त श्री काले सुकदेव नंदा को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष का कालावधि के लिए निरहित घोषित करता है।

आदेश में,

[सं० महा०-लो० सं०/18/80(10)]

सी० एल० रोज,
अवर सचिव

ORDER

New Delhi, the 5th July, 1980

S.O. 2034.—Whereas the Election Commission is satisfied that Shri Kale Sukdeo Nanda, At Chincholi Jahagir, P.O. Adgaon Raja, Tq. Mekhar (Maharashtra) a contesting candidate for general election to the House of the People held in January, 1980 from 18-Buldhana (SC) Parliamentary Constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Kale Sukdeo Nanda to be disqualified for being chosen as, and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

By order,
[No. MT-HP/18/80(10)]
C. L. ROSE, Under Secy.

गृह मंत्रालय

नई दिल्ली, 14 जुलाई, 1980

का० आ० 2035.—संविधान के अनुच्छेद 258 के खंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राष्ट्रपति मेघालय सरकार की सहमति में मेघालय सरकार को, विदेशी (अधिकरण) आदेश, 1964 के अधीन केन्द्रिय सरकार के कर्तव्य निम्नलिखित शर्तों के साथ सौंपते हैं:—

- (क) कि इन कर्तव्यों के अनुपालन में मेघालय सरकार, केन्द्रीय सरकार द्वारा समय-समय पर जारी की गयी सामान्य अथवा विशेष अनुदेशों का पालन करेगी, और
- (ख) कि इस सुपुर्देगी के बावजूद केन्द्रिय सरकार यदि किसी मामले में उचित समझे तो वह स्वयं भी उक्त कर्तव्यों में से किसी कर्तव्य का पालन कर सकती है।

[सं० 14011/32/79-एफ० III]

आई० एम० शिष्ट,
अवर सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 14th July, 1980

S.O. 2035.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President hereby entrusts to the Government of Meghalaya, with their consent, the functions of the Central Government under the Foreigners (Tribunals) Order, 1964, subject to the following conditions, namely:—

- (a) that in the exercise of such functions the Government of Meghalaya shall comply with such general or special directions as the Central Government may from time to time issue; and
- (b) that notwithstanding this entrustment, the Central Government may itself exercise any of the said functions, should it deem fit to do so in any case.

[No. 14011/32/79-F III]
I. S. BIST, Under Secy.

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 18 जुलाई, 1980

का० आ० 2036.—इष्ट प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उप-धारा (8) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एन०आर०, भारत के किसी भी राज्य अथवा संघ शासित क्षेत्र जिसमें उक्त धारा के उपबन्ध लागू होते हों, के अन्तर्गत विधिवत् स्थापित विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापना द्वारा चलाये गए मामलों तथा पुनरीक्षण या अपील न्यायालयों में अपील, पुनरीक्षणों अथवा इन मामलों में उपर्युक्त अथवा मामलों का संचालन करने हेतु केन्द्रीय अन्वेषण दल के निम्नलिखित लोक-अभिगीतकों को विशेष लोक-अभिगीतक नियुक्त करती है:—

1. एस० पी० निराम
2. सी० एस० शर्मा
3. एस० पी० श्रीवास्तव
4. एस० के० श्रीवास्तव
5. आर० सिंह
6. राजपाल सिंह
7. सुरेश कुमार गुप्ता
8. एस० के० गुप्ता
9. त्रिलोचन जीत सिंह
10. बलजीत सिंह
11. आर० एस० शर्मा
12. अमर चन्द यादव

13. टी० एस० मिश्रा राय
14. के० एन० रवीन्द्रन
15. जी० एन्ड्रयू
16. एस० पी० मिश्रा
17. पी० प्रसाद
18. एस० के० भारद्वाज
19. गोपाल सरन
20. उमाशंकर प्रसाद
21. जयदेव प्रसाद
22. री० एन० ओझा
23. एस० बी० चटर्जी
24. एस० भट्टाचार्य
25. आर० के० वर्मा
26. कृष्ण चूमार
27. जयराम रामकृष्ण हेगडे
28. बी० शंकर भट्ट
29. के० रहमान
30. एस० अहमद
31. ए० के० दुता
32. डी० एन० दाथंकर
33. के० एस० देशमुख
34. बी० के० सिन्हा
35. वी० एस० प्रसाद
36. एम० इमदुद्दीन
37. जी० वित्तल
38. एम० ए० हुसैन
39. विश्वनाथ

24. S. Bhattacharjee
25. R. K. Verma
26. Krishan Kumar
27. Jayaram Ramakrishna Hegde
28. B. Shanker Bhat
29. K. Rahman
30. S. Ahmad
31. A. K. Dutta
32. D. N. Daithankar
33. K. S. Deshmukh
34. B. K. Sinha
35. V. S. Prasad
36. M. Imadyddin
37. G. Vittal
38. M. A. Hussain
39. Vishwa Nath

[No. F. 225/34/80-AVD-II]

T. K. SUBRAMANIAN Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 15 जुलाई, 1980

क्रा० आ० 2037.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के अधीन निम्नलिखित कार्यालयों को, जिनके कर्मचारीकुन्द ने हिन्दी का कार्यवाहक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. स्वर्ण नियन्त्रण प्रशासक का क्षेत्रीय कार्यालय, बम्बई।
2. समशीता आयोग (आयकर तथा धनकर) दिल्ली।
3. हीरे तथा जवाहरात संग्रहालय, दिल्ली।

[क्रा० पं० ई० 11017/22/80 रा० भा०]

बानू राम अग्रवाल, उप-सचिव

[संख्या 225/34/80-ए०बी०डी० (II)]

टी० के० सुब्रमणियम, धनकर सचिव

(Department of Personnel and Administrative Reforms)

New Delhi, the 18th July, 1980

S.O. 2036.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974) the Central Government hereby appoints the following Public Prosecutors of the Central Bureau of Investigation, as Special Public Prosecutors, for the conduct of cases instituted by Delhi Special Police Establishment in trial Courts, and appeals, revisions or other matters arising out of these cases in revisional or appellate Courts, established by law in any State or Union Territory of India to which the provisions of the aforesaid section apply :—

1. S. P. Nigam
2. C. S. Sharma
3. S. P. Srivastava
4. S. K. Srivastava
5. R. Singh
6. Raj Paul Vig
7. Suresh Kumar Gupta
8. H. K. Saluja
9. Tirlochanjit Singh
10. Baljit Singh
11. R. S. Sharma
12. Amar Chand Yadav
13. T. S. Siva Rao
14. K. N. Ravindran
15. G. Andrew
16. S. P. Mishra
17. P. Prasad
18. S. K. Bharadwaj
19. Gopal Saran
20. Uma Shankar Prasad
21. Jayadeva Prasad
22. V. N. Ojha
23. S. B. Chatterjee

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 15th July, 1980

S.O. 2037.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use for the Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the Department of Revenue, the staff whereof have acquired working knowledge of Hindi :—

1. Regional Office of the old Control Administrator, Bombay
2. Settlement Commission (Income Tax/Wealth Tax), New Delhi
3. Museum of Gems & Jewellery, New Delhi.

[F. No. E. 11017/22/80-O.L.]

BANU RAM AGGARWAL, Dy. Secy.

(व्यय विभाग)

(रक्षा प्रभाग)

नई दिल्ली, 28 जून, 1980

क्रा० आ० 2038.—राष्ट्रपति, पंचविधात के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, रक्षा सेवा (समूह 'ग' और 'घ' पद) भर्ती नियम, 1970 में और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. (1) इन नियमों का नाम रक्षा सेवा (समूह 'ग' और 'घ' पद) भर्ती (संशोधन) नियम, 1980 है।
- (2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. रक्षा लेखा (समूह 'ग' और 'घ' सब) अर्थात् नियम, 1970 के नियम 4क में विद्यमान परन्तुक के स्थान पर निम्नलिखित परन्तुक रखा जाएगा, अर्थात् —

“परन्तु कमान्डेंट जनरल, होमगार्ड, प्रशिक्षण की अवधि के दौरान किसी व्यक्ति द्वारा किए गए प्रशिक्षण के काम और उसके द्वारा अभिप्राप्त प्रशिक्षण के स्तर का ध्यान में रखते हुए, कारणों को लेखबद्ध करके, प्रशिक्षण की ऐसी अवधि को घटाकर या बढ़ा कर सकेगा।”

[सं० 0698/ए० एन०/VIII]

बी० एन० आर० राव

सहायक वित्तीय सलाहकार (रक्षा सेवा)

(Department of Expenditure)

(Defence Division)

New Delhi, the 28th June, 1980

S.O. 2038.—In exercise of the powers conferred by the proviso to article 309 of the constitution, the President hereby makes the following rules further to amend the Defence Accounts (Group 'C' and 'D' posts) Recruitment Rules 1970 namely :—

1. (1) These rules may be called the Defence Accounts (Group 'C' and 'D' posts) Recruitment (Amendment) Rules, 1980.

(2) They shall come into force on the date of their publication in the official Gazette.

2. In the Defence Accounts (Group 'C' and 'D' posts) Recruitment Rules, 1970 in rule 4A, for the existing proviso, the following proviso shall be substituted, namely :—

“Provided that the Commandant General, Home Guards, may having regard to the performance of and standard of training achieved by any person during the period of training, for reasons to be recorded in writing, reduce such period of training to two years.”

[No. 0698/AN/VIII]

V. N. R. RAO, Asstt. Financial Adviser.
(Defence Services)

नई दिल्ली, 15 जुलाई, 1980

क्र० आ० 2039.—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 9 की उपधारा (1) के खंड (ग) तथा खंड (ख) के उपखंड (1) के अनुसरण में, केन्द्रीय सरकार, उक्त उपखंड एवं खंड के प्रयोजना के लिए त्रिपुरा इन्डस्ट्रियल डेवलपमेंट कॉर्पोरेशन लिमिटेड को अधिसूचित करती है।

[सं० 11-35/78-आई०एफ०-II]

विनोद डाल, निदेशक

New Delhi, the 15th July, 1980

S.O. 2039.—In pursuance of sub-clause (i) of clause (a), and clause (c) of sub-section (1) of section 9 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby notifies the Tripura Industrial Development Corporation Ltd. for the purposes of the said sub-clause and clause.

[No. 11-35/78-IF. II]

VINOD DHALL, Director

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 16 जुलाई, 1980

क्र० आ० 2040.—बैंकारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का

प्रयोग करने हुए भारतीय रिजर्व बैंक की सिफारिश पर केन्द्रीय सरकार एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध इस अधिसूचना के भारत के राजपत्र में प्रकाशित होने की तारीख से, 2 मार्च, 1981 तक की अवधि के लिए उरावाकोडा को-ऑपरेटिव टाउन बैंक लि०, उरावाकोडा पर वहाँ तक लागू नहीं होंगे जहाँ तक इनका संबंध इस बैंक द्वारा गैर-बैंकिंग ग्राहक अर्थात् :—

- (1) पुराना दरवाजा सं० 494, नया दरवाजा सं० 173 वाला एक मकान
- (2) पुराना दरवाजा सं० 489 और नया दरवाजा सं० 469 और 470 वाला एक मकान
- (3) दूसरे बाई, बेलारी बाल्डवा स्ट्रीट उरावाकोडा में एक प्लॉट जमीन की धारिता से है।

[सं० 8(29)/80-ए०सी०]

इन्द्रानी सेन, प्रवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 16th July, 1980

S.O. 2040.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to the Uravakonda Co-operative Town Bank Ltd., Uravakonda so far as they relate to its holding of a non-banking asset viz., (1) One house Old door No. 494, New Door No. 473; (2) One house Old door No. 489, New Door No. 469 & 470; (3) One plot of land in 2nd ward Bellary Wandla Street, Uravakonda, for the period from the date of publication of this notification in the Gazette of India to 2nd March, 1981.

[No. 8(29)/80-AC]

INDRANI SEN, Under Secy.

नई दिल्ली, 18 जुलाई, 1980

क्र० आ० 2041.—राष्ट्रीयकृत बैंक प्रबन्धक और प्रकीर्ण उपर योजना, 1970 की धारा 3 की उपधारा (स) के अनुसरण में केन्द्रीय सरकार, श्री बी० आर० गुप्ते के स्थान पर वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के निदेशक श्री अशोक नारायण को एतद्वारा कनारा बैंक निदेशक के रूप में नियुक्त करती है।

[सं० एफ० 9/1/80-बी०ओ०-I(1)]

New Delhi, the 18th July, 1980

S.O. 2041.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Ashok Narayan, Director, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Director of the Canara Bank vice Shri V. R. Gupte.

[No. F. 9/1/80-BO.1)]

नई दिल्ली, 19 जुलाई, 1980

क्र० आ० 2042.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) योजना, 1970 की धारा 3 की उपधारा (स) के अनुसरण में केन्द्रीय सरकार, श्री बी० आर० गुप्ते के स्थान पर वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के निदेशक, श्री बी० के० डाल को एतद्वारा यूनिन बैंक आफ इंडिया के निदेशक के रूप में नियुक्त करती है।

[सं० एफ० 9/1/80-बी०ओ०-I(2)]

S.O. 2042.—In pursuance of sub clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri V. K. Dhall, Director, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Director of the Union Bank of India vice Shri V. R. Gupte.

[No. F. 9/1/80-BO.I(2)]

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 29 अप्रैल, 1980

प्राय-कर

क्रा० आ० 2043.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) योजना, 1970 की धारा 3 की उपधारा (झ) के अनुसरण में केन्द्रीय सरकार, श्री जे० सी० राय के स्थान पर वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के निदेशक श्री अशोक नारायण को एतद्वारा इलाहाबाद बैंक के निदेशक के रूप में नियुक्त करती है।

[सं० एफ० 9/1/80-बी० प्रो०-1(3)]

S.O. 2043.—In pursuance of sub clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Ashok Narayan, Director, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Director of the Allahabad Bank vice Shri I. C. Roy.

[No. F. 9/1/80-BO I(3)]

क्रा० आ० 2044.—बैंकिंग कम्पनी (उपक्रमों का अधिग्रहण और अन्तरण) अधिनियम, 1980 (1980 का 40) की धारा 7 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री जे० सी० राय के स्थान पर वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) के निदेशक श्री बी० के० डाल को कारपोरेशन बैंक के प्रथम निदेशक बोर्ड के सदस्य के रूप में नियुक्त करती है।

[संख्या एफ० 9/1/80-बी० प्रो०-1(4)]

S.O. 2044.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 7 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 (40 of 1980), the Central Government hereby appoints Shri V. K. Dhall, Director, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a member of the First Board of Directors of Corporation Bank in place of Shri J. C. Roy.

[No. F. 9/1/80-BO.I(4)]

क्रा० आ० 2045.—बैंकिंग कम्पनी (उपक्रमों) का अधिग्रहण और अन्तरण अधिनियम 1980 (1980 का 40) की धारा 7 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री बी० आर० गुप्ते के स्थान पर वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) के उपसचिव श्री अशोक कुमार को न्यू बैंक आफ इंडिया के प्रथम निदेशक बोर्ड के सदस्य के रूप में नियुक्त करती है।

[संख्या एफ० 9/1/80-बी० प्रो०-1 (5)]

च० बा० मीरचन्दानी,
उप सचिव

S.O. 2045.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 7 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 (40 of 1980), the Central Government hereby appoints Shri Ashok Kumar, Deputy Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Member of the First Board of Directors of New Bank of India in place of Shri V. R. Gupte.

[No. F. 9/1/80-BO.I(5)]

C. W. MIRCHANDANI, Dy. Secy.

अनुसूची

क्रम सं०	प्राय-कर मुख्यालय प्राय-कर	अधिकारिता	
1	2	3	4
8	दिल्ली I नई दिल्ली	1. कम्पनी सचिव II, नई दिल्ली 2. कम्पनी सचिव III, नई दिल्ली 3. कम्पनी सचिव VII, नई दिल्ली 4. कम्पनी सचिव X, नई दिल्ली 5. कम्पनी सचिव XII, नई दिल्ली 6. कम्पनी सचिव XIII, नई दिल्ली 7. कम्पनी सचिव XIV, नई दिल्ली 8. कम्पनी सचिव XV, नई दिल्ली 9. कम्पनी सचिव XVI, नई दिल्ली 10. कम्पनी सचिव XIX, नई दिल्ली 11. कम्पनी सचिव XX, नई दिल्ली 12. कम्पनी सचिव XXIII, नई दिल्ली 13. विशेष सचिव III और विशेष सचिव IV, नई दिल्ली 14. जिला VI, नई दिल्ली 15. विदेशी अनुभाग, नई दिल्ली	
9क	दिल्ली II नई दिल्ली	1. कम्पनी सचिव I, नई दिल्ली 2. कम्पनी सचिव IV, नई दिल्ली 3. कम्पनी सचिव V, नई दिल्ली 4. कम्पनी सचिव VI, नई दिल्ली 5. कम्पनी सचिव VIII, नई दिल्ली 6. कम्पनी सचिव IX, नई दिल्ली 7. कम्पनी सचिव XI, नई दिल्ली 8. कम्पनी सचिव XVII, नई दिल्ली 9. कम्पनी सचिव XVIII, नई दिल्ली 10. कम्पनी सचिव XXI, नई दिल्ली 11. कम्पनी सचिव XXII, नई दिल्ली 12. कम्पनी सचिव XXV, नई दिल्ली 13. सम्प्रदायगत और प्राय-कर सचिव, नई दिल्ली	

1	2	3	4	1	2	3	4
			14. अनिरिक्त सम्मदा शुल्क और आय-कर सकिन्, नई दिल्ली	8ग	दिल्ली IV नई दिल्ली	1. जिला III (19) से जिला III (23), और जिला III (27), नई दिल्ली को छोड़कर जिला III, नई दिल्ली	
			15. जिला V (11), V (12), V (16), नई दिल्ली			2. निष्क्रान्त सकिन्, नई दिल्ली	
			16. जिला VIII (3), VIII (5), VIII (13) VIII (14), VIII (15), नई दिल्ली			3. सर्वेक्षण सकिन् III, नई दिल्ली	
			17. जिला X (3), X (11), नई दिल्ली			4. आय-कर आयुक्त, दिल्ली I, II, III, IV, V और VI, नई दिल्ली की अधिकारिता के अधीन सड़क परिवहन प्रचालक के रूप में व्यवसाय या कारबार कर रहे सभी व्यक्तियों के (जिनमें फर्म या कम्पनी और यथार्थ्यति उनके भागीदारों या निदेशकों के मामले भी हैं) मामलों से सम्बन्धित परिवहन सकिन्, दिल्ली	
			18. विशेष सकिन् VI और VII अनिरिक्त, नई दिल्ली				
			19. विशेष सकिन् X, नई दिल्ली				
			20. आय-कर आयुक्त, दिल्ली I, II, III, IV, V और VI, नई दिल्ली की अधिकारिता के अधीन वास्तुचिद्, इंजीनियर और संविदा-कार के रूप में कारबार या व्यवसाय कर रहे सभी व्यक्तियों के (जिनमें फर्म या कम्पनी, यथार्थ्यति, भागीदार या उनके निदेशक भी हैं) किसी कार्य को करने वाले (जिसमें किसी कार्य को करने के लिए श्रमिकों का प्रदाय भी है) मामलों से सम्बन्धित संविदाकार सकिन्, नई दिल्ली ।	8घ	दिल्ली V नई दिल्ली	1. जिला I, नई दिल्ली	
8ख	दिल्ली III नई दिल्ली		1. जिला V (11), V (12) और V (16) को छोड़कर जिला V, नई दिल्ली			2. जिला II नई दिल्ली	
			2. जिला VIII (3), VIII (5), VIII (13), VIII (14) और VIII (15) को छोड़कर जिला VIII, नई दिल्ली			3. जिला III (19), (20), (21) (22), (23) और (27), नई दिल्ली	
			3. जिला X (3), X (11), नई दिल्ली को छोड़कर जिला X, नई दिल्ली			4. जिला IV, नई दिल्ली	
			4. सर्वेक्षण सकिन् IV और IV (अनिरिक्त) नई दिल्ली			5. जिला VII, नई दिल्ली	
			5. भविष्य निधि सकिन्, नई दिल्ली			6. जिला IX, नई दिल्ली	
			6. सर्वेक्षण सकिन् XIV, नई दिल्ली			7. प्रतिदाय सकिन्, नई दिल्ली	
			7. जिला XI (1), नई दिल्ली				
			8. जिला XI (2), नई दिल्ली	8ङ	दिल्ली VI नई दिल्ली	1. वेतन सकिन्, नई दिल्ली	
			9. ऐसे सभी व्यक्तियों के मामलों में सम्बन्धित विशेष सकिन् XVI जिनकी बाबत (तस्करी क्रियाकलाप और विदेशी मुद्रा बलाघ्रहण के लिए) आन्तरिक सुरक्षा अधिनियम और या विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 के अधीन निरोध आदेश किया गया है और जो आय-कर आयुक्त (केन्द्रीय) दिल्ली से भिन्न दिल्ली स्थित सभी आय-कर आयुक्तों की अधिकारिता के अन्तर्गत है ।			2. प्राइवेट वेतन सकिन्, नई दिल्ली	
						3. टी० डी० एम० सकिन्, नई दिल्ली	
						4. व्यास सकिन्, नई दिल्ली	
						5. आय-कर आयुक्त, दिल्ली I, II, III, IV, V और VI नई दिल्ली अधिकारिता के अधीन चार्टर्ड एकाउंटेंट के रूप में व्यवसाय या कारबार कर रहे व्यक्तियों के (जिसमें फर्म और उनके भागीदारों के मामले भी हैं) मामलों से सम्बन्धित चार्टर्ड एकाउंटेंट सकिन् ।	
						6. आय-कर आयुक्त दिल्ली I, II, III, IV, V और VI, नई दिल्ली की अधिकारिता के अधीन बकील (जिसमें एडवोकेट और मानिसिटर भी हैं) के रूप में व्यवसाय या कारबार कर रहे सभी व्यक्तियों के (जिसमें फर्म, और उनके भागीदारों के मामले भी हैं) मामलों से सम्बन्धित बकील सकिन्, दिल्ली	
						7. आय-कर आयुक्त, दिल्ली I, II, III, IV, V और VI, नई दिल्ली की अधिकारिता के अधीन एलीपैथिक, होमियोपैथिक, यूनानो, आयुर्वेदिक या किसी अन्य चिकित्सा प्रणाली, रेडियोलॉजी, पैथालॉजी के चिकित्सा व्यवसायी के रूप में	

1	2	3	4
		व्यवसाय या वायदाय कर रहे सभी व्यक्तियों के (जिनमें फर्म और उनके भागीदारों के मामले भी हैं) मामलों से सम्बन्धित हास्टिंग सर्किल ।	3. Companies Circle-VII, New Delhi.
8	कम्पनी सर्किल, संविदाकार सर्किल और परिवर्द्धन सर्किल, नई दिल्ली को छोड़कर आय-कर, आयक्त, दिल्ली I, II, III, IV, V और VI नई दिल्ली की क्षेत्रीय अधि-कारिता से सम्बन्धित सभी नए मामलों का, जहाँ 1-5-80 को या उसके पश्चात् पञ्चमी बार विवरणी फाइल की जाती है या वे मामले जिनमें अब तक निर्धारण नहीं किया गया है या जहाँ आय-कर अधिनियम 1961 की धारा 139(2) या धारा 148 के अधीन 1-7-80 को या उसके पश्चात् सूचना जारी की जाती है, सम्बन्धित सर्वेक्षण सर्किल । यह अधिसूचना 1-5-80 से प्रभावी होगी ।		4. Companies Circle-X, New Delhi.
			5. Companies Circle-XII, New Delhi.
			6. Companies Circle-XIII, New Delhi.
			7. Companies Circle-XIV, New Delhi.
			8. Companies Circle-XV, New Delhi.
			9. Companies Circle-XVI, New Delhi.
			10. Companies Circle-XIX, New Delhi.
			11. Companies Circle-XX, New Delhi.
			12. Companies Circle-XXIII, New Delhi.
			13. Special Circle-III, Special Circle-XV New Delhi.
			14. District-VI, New Delhi.
			15. Foreign Section, New Delhi.
	8A Delhi-II	New Delhi	1. Companies Circle-I, New Delhi.
			2. Companies Circle-IV, New Delhi.
			3. Companies Circle-V, New Delhi.
			4. Companies Circle-VI, New Delhi.
			5. Companies Circle-VIII, New Delhi.
			6. Companies Circle-IX, New Delhi.
			7. Companies Circle-XI, New Delhi.
			8. Companies Circle-XVII, New Delhi.
			9. Companies Circle-XVIII, New Delhi.
			10. Companies Circle-XXI, New Delhi.
			11. Companies Circle-XXII, New Delhi.
			12. Companies Circle-XXIV, New Delhi.
			13. Estate-Duty-cum-Income-tax-Circle New Delhi.
			14. Addl. Estate-Duty-cum-Income-tax Circle, New Delhi
			15. District-V(11), V(12), V(16), New Delhi.
			16. District-VIII(3), VIII(5), VIII(13), VIII(14), VIII(15), New Delhi.
			17. District-X(3), X(11), New Delhi.
			18. Special Circle-VI, and VI Additional, New Delhi.
			19. Special Circle-X, New Delhi.

[सं० 3269 (फा० सं० 187/43/79-आई०टी० (ए० 1)]

बी० एम० सिंह,
अवर सचिव**CENTRAL BOARD OF DIRECT TAXES**

New Delhi, the 29th April, 1980

(INCOME TAX)

S.O. 2046.—In exercise of the powers conferred by sub-section (1) of section 121 of the Income-tax Act, 1961 (43 of 1961) and in suppression of all previous notifications in this regard, the Central Board of Direct Taxes hereby directs that the Commissioners of Income-tax mentioned in column (2) of the Schedule annexed hereto shall exercise jurisdiction in respect of such areas or of such persons or classes of persons or of such incomes or classes of incomes or of such cases or classes of cases as are comprised in the Income-tax Circle, Wards or Districts referred to in the column (4) of the said Schedule.

Provided that a Commissioner of Income-tax shall also perform his functions in respect of such persons or of such cases as have been or may be assigned by the Central Board of Direct Taxes to any Income-tax authority subordinate to him :

Provided further that a Commissioner shall not perform his functions in respect of such persons or such cases as have been or may be assigned to any Income-tax authority outside his jurisdiction.

SCHEDULE

Sl. No.	Commission-ers	Head Quar-ters	Jursdiction
1	2	3	4
8.	Delhi-I	New Delhi	1. Companies Circle-II, New Delhi. 2. Companies Circle-III, New Delhi.

1	2	3	4	1	2	3	4
			20. Contractor's Circle, Delhi dealing with the cases of all persons (including the cases of firm or companies, the partners or as the case may be, the directors thereof) carrying on business or profession as Architects, Engineers and Contractors for carrying out any work (including supply of labour for carrying out any work) under the jurisdiction of Commissioners of Income-tax, Delhi-I, II, III, IV, V and VI, New Delhi.				persons (including in the case of firms or Companies the partners or as the case may be, the Directors thereof carrying on business of profession as Road Transport Operators under the jurisdiction of Commissioners of Income-tax, Delhi—I, II, III, IV, V and VI, New Delhi.
8B	Delhi-III	New Delhi	1. District-V, New Delhi except District-V(11), V(12), V(16) New Delhi. 2. District-VIII, New Delhi except District-VIII(3), VIII(5), VIII(13), VIII(14) and VIII(15), New Delhi. 3. District-X, New Delhi except District-X(3), X(11), New Delhi. 4. Survey Circle-IV and IV (addl.), New Delhi. 5. Provident Fund Circle, New Delhi. 6. Special Circle-XIV, New Delhi. 7. District-XI(1), New Delhi. 8. District-XI(2), New Delhi. 9. Special Circle-XVI for dealing with the cases of all persons in respect of whom an order of detention has been made under the Maintenance of Internal Security Act (for smuggling activities and foreign exchange racketeering) and/or conservation of Foreign Exchange and prevention of Smuggling Activities Act, 1974 and which fall under the jurisdiction of all Commissioners of Income-tax at Delhi excluding the Commissioners of Income-tax (Central), Delhi.	8D	Delhi-V	New Delhi	1. District-I, New Delhi. 2. District-II, New Delhi. 3. District-III(19),(20),(21)(22), (23), and (27), New Delhi. 4. District-IV, New Delhi. 5. District-VII, New Delhi. 6. District-IX, New Delhi. 7. Refund Circle, New Delhi.
				8E	Delhi-VI	New Delhi	1. Salary Circles, New Delhi. 2. Private Salary Circles, New Delhi. 3. T. D. S. Circles, New Delhi. 4. Trust Circle, New Delhi. 5. Chartered Accountants Circle Delhi, dealing with the cases of all persons (including in the cases of firms, partners, thereof) carrying on business or profession as chartered Accountants under the jurisdiction of Commissioners of Income-tax, Delhi-I, II, III, IV, V and VI, New Delhi. 6. Lawyer's Circle, Delhi dealing with the cases of all persons (including in the cases of firms partners or thereof) carrying on business or profession as lawyers (including solicitors and advocates) under the jurisdiction of Commissioners of income-tax, Delhi-I, II, III, IV, V and VI, New Delhi. 7. Doctor's Circle, Delhi dealing with the cases of all persons (including in the cases of firms partners, thereof) carrying on business or profession as Medical practitioners of Allopathic, Homeopathic, Unani, Ayurvedic or any other system of medicine) Radiologists and Pathologists under the jurisdiction of Commissioner of Income-tax, Delhi-I, II, III, IV, V and VI, New Delhi.
8C	Delhi-IV	New Delhi	1. District-III, New Delhi, except District-III(19), to District-III(23) and District-III (27), New Delhi. 2. Evacue Circle, New Delhi. 3. Survey Circle-III, New Delhi. 4. Transport Circle, Delhi dealing with the cases of all				

1	2	3	4
			8. Survey Circle dealing with all new cases where returns are filed for the first time on or after 1-5-80 or cases which have not hitherto to been assessed and where notice u/s. 139; (2) or 148 of I. T. Act, 1961 is to be issued on or after 1-7-1980 pertaining to the territorial jurisdiction of Commissioners of Income-tax, Delhi-I, II, III, IV, V and VI, New Delhi except cases relating to Companies Circles, Contractors Circles, and Transport Circles, New Delhi.

This notification shall take effect from 1-5-1980.

[No. 3269 (F. No. 187/43/79-IT(AI))
B. M. SINGH, Under Secy.]

नई दिल्ली, 11 जून, 1980
(प्राय-कर)

का०प्रा० 2047.—केन्द्रीय प्रत्यक्ष कर बोर्ड, प्राय-कर अधिनियम, 1961 की धारा 121 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, समय-समय पर यथा-संशोधित अपनी अधिसूचना सं० 679 (फा० सं० 187/2/74-आई टी (ए I), तारीख 20 जुलाई, 1974 से संलग्न अनुसूची में निम्नलिखित संशोधन करता है।

बोर्ड की अधिसूचना सं० 3244, तारीख 10-4-80 में, क्रम सं० 21-क के सामने स्तम्भ 3 के नीचे मद सं० 3 के रूप में आने वाली प्रविष्टि "सम्पदा शुल्क तथा प्राय-कर सफिल मद्रुरै" निकाल दी जाएगी और मद सं० 4 से 6 तक को 3 से 5 तक के रूप में पुनः संख्यांकित किया जाएगा।

क्रम सं० 21-घ, अर्थात् प्रायकर आयुक्त, मद्रुरै के सामने मद सं० 16 के रूप में निम्नलिखित जोड़ा जाएगा,

"सम्पदा शुल्क तथा प्राय-कर सफिल, मद्रुरै।"

वह अधिसूचना 1-6-1980 से प्रभावी होगी।

[सं० 3467 (फा०सं० 187/5/80-आई०टी० (ए-I))
बी० बी० श्रीनिवासान, सचिव

New Delhi, the 11th June, 1980
(INCOME TAX)

S.O. 2047.—In exercise of the powers conferred by sub-section (1) of section 121 of the Income-tax Act, 1961, the Central Board of Direct Taxes hereby makes the following amendments to the Schedule appended to its Notification No. 679(F. No. 187/2/74-IT(AI)) dated 20th July, 1974 as amended from time to time.

In the Board's Notification No. 3244 dated 10-4-1980, the entry "ED-cum-IT Circle, Madurai" appearing as Item No. 3 under column 3 against Sl. No. 21A shall be deleted and the items No. 4 to 6 shall be renumbered as 3 to 5.

The following shall be added as item No. 16 against Sl. No. 21-D i.e. Commissioner of Income-tax, Madurai.

"ED-cum-IT Circle, Madurai".

This notification shall take effect from 1-6-1980.

[No. 3467 (F. No. 187/5/80-IT(AI))
V. B. SRINIVASAN, Secy.]

वाणिज्य तथा नागरिक प्रति मंत्रालय

(वाणिज्य विभाग)

प्रादेश

नई दिल्ली, 2 अगस्त, 1980

का०प्रा० 2048.—केन्द्रीय सरकार की यह राय है कि निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक और समीचीन है कि लकड़ी के फर्नीचर का निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण किया जाए;

और केन्द्रीय सरकार ने उक्त प्रयोजन के लिए नीचे विनिर्दिष्ट प्रस्ताव बनाए हैं और उन्हें निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप-नियम (2) की अपेक्षानुसार निर्यात निरीक्षण परिषद् को भेज दिया है;

प्रतः, केन्द्रीय सरकार उक्त उपनियम के अनुसरण में उक्त प्रस्तावों को उन व्यक्तियों की जानकारी के लिए प्रकाशित करती है कि जिनके उनसे प्रभावित होने की संभावना है।

2. इसके द्वारा सूचना दी जाती है कि यदि कोई व्यक्ति उक्त प्रस्तावों के बारे में कोई आपत्ति या सुझाव देना चाहता है तो वह उन्हें इस आदेश के राजपत्र में प्रकाशन की तारीख से 45 दिन के भीतर निर्यात निरीक्षण परिषद् 14/1-बी, एजरा स्ट्रीट, कलकत्ता-700001 को भेज सकता है।

प्रस्ताव

(1) अधिसूचित करना कि लकड़ी का फर्नीचर का निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण किया जाएगा;

(2) इस आदेश के उपाबन्ध-I में दिए गए लकड़ी फर्नीचर निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम 1980 के प्राप के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार को क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करना जो निर्यात से पूर्व ऐसे लकड़ी के फर्नीचर पर लागू किया जाएगा;

(3) (क) इस अधिसूचना के उपाबन्ध-II में दिए गए न्यूनतम विनिर्देश के अधीन रहते हुए निर्यात संविदा में करार किए गए संविदात्मक विनिर्देशों को

वा

(ख) किसी भी देश के किसी राष्ट्रीय मानक को ऐसे लकड़ी के फर्नीचर के लिए मानक विनिर्देश के रूप में मान्यता देना।

(4) अन्तर्राष्ट्रीय व्यापार के अनुक्रम में ऐसे किसी भी लकड़ी के फर्नीचर के निर्यात को तब तक प्रतिषिद्ध करना जब तक कि उसके साथ निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन केन्द्रीय सरकार द्वारा स्थापित निर्यात निरीक्षण अधिकरणों में से किसी एक द्वारा दिया गया इन प्राशय का प्रमाणपत्र नहीं है कि लकड़ी के फर्नीचर के परेक्षण क्वालिटी नियंत्रण और निरीक्षण से सम्बन्धित शर्तों को पूरा करते हैं और निर्यात योग्य हैं।

3. इस आदेश की कोई भी बात भावी क़ेताओं को भूमि, जल या वायु मार्ग द्वारा लकड़ी के फर्नीचर के वास्तविक नमूनों के निर्यात को लागू नहीं होगी।

4. इस आदेश में "लकड़ी के फर्नीचर" से फर्निशिंग, सजावट वा अन्य सम्बन्ध प्रयोजन के लिए प्रयुक्त लकड़ी या अन्य सामग्री सहित लकड़ी से बनी वस्तु अभिप्रेत है। मेजें, कुर्सियां, फलमारियां, शेल्फ, दीबान, पार्टी-शन्स, डार, डिब्बे, स्क्रीन, पलंग कुछ सामान्य वस्तुएं हैं।

अनुबन्ध I

निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अधीन बनाए जाने वाले प्रस्तावित नियमों का प्रारूप।

1. संहिता नाम और प्रारम्भ—(i) इन नियमों का संहिता नाम लकड़ी के कर्मीचर निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1980 है।

(2) वे.....को प्रवृत्त होंगे।

2. परिभाषाएं—इन नियमों में जब तक कि संदर्भ से अन्यथा अपेक्षित न हो—

(क) “अधिनियम” से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है;

(ख) “अधिकरण” से अधिनियम की धारा 17 के अधीन मुम्बई, कलकत्ता, कोचीन, दिल्ली और मद्रास में स्थापित मान्यताप्राप्त कोई अधिकरण अभिप्रेत है;

(ग) “लकड़ी के कर्मीचर” से फर्षिंग, मजाबट, या किसी अन्य संश्लेष प्रयोजन के लिए प्रयुक्त लकड़ी या अन्य सामग्री सहित लकड़ी से बनी वस्तु अभिप्रेत है भेजे, कुमियां, अलमारियां, शेल्फ, दीबान, पार्टीशान्स द्वारा, खिड़कियां, डिब्बे, स्क्रिन, पर्लंग, कुछ सामान्य वस्तुएं हैं।

3. क्वालिटी नियंत्रण और निरीक्षण—(i) निर्यात के लिए आशयित लकड़ी के कर्मीचर का क्वालिटी नियंत्रण इस दृष्टि से किया जाएगा कि यह इससे उपाबन्ध अनुसूची I में दिए गए नियंत्रण स्तरो सहित विनिर्माण के विभिन्न प्रक्रमों पर निम्नलिखित नियंत्रण करते हुए अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त विनिर्देशों के अनुरूप है, अर्थात्—

(1) क्रय की गई सामग्री और घटक नियंत्रण—

(क) प्रयोग की जाने वाली सामग्री या घटकों के गुण धर्मों को समाविष्ट करते हुए विनिर्माता क्रय विनिर्देश अधिकृत करता है और आने वाले खांटों की उनसे अनुरूपता सुनिश्चित करने के लिए उसके पास निरीक्षण या परीक्षण की पर्याप्त व्यवस्था होगी।

(ख) स्वीकृत परेषणों के साथ या तो क्रय विनिर्देशों की अपेक्षाओं की संपुष्टि करने वाला प्रदायकर्ता का परीक्षण या निरीक्षण प्रमाणपत्र होगा जिस दशा में उक्त परीक्षण या निरीक्षण प्रमाण पत्रों की शुद्धता को सत्यापित करने के लिए विशिष्ट प्रदायकर्ता की बाबत केना कालिक परीक्षण (अर्थात् प्रत्येक वर्ष में तीन मास में एक बार समान सामग्री के प्रदायकर्ता के सम्बन्ध में) करेगा या क्रय की गई सामग्री या घटकों का कारखाने के भीतर प्रयोगशाला में या किसी अन्य प्रयोगशाला या परीक्षण गृह में नियमित रूप से निरीक्षण या परीक्षण किया जाएगा।

(ग) किए जाने वाले निरीक्षण या परीक्षण के लिए नमूनों का लिया जाना अभिलिखित अवलोकन पर आधारित होगा;

(घ) निरीक्षण या परीक्षण किए जाने के बाद स्वीकृत और अस्वीकृत सामग्री या घटकों को पृथक करने के लिए और अस्वीकृत सामग्री या घटकों के निपटान के लिए व्यवस्थित पद्धतियां अपनाई जाएंगी।

(ङ) विनिर्माता ऊपर विनिर्दिष्ट नियंत्रणों के सम्बन्ध में पर्याप्त अभिलेख नियमित और व्यवस्थित ढंग से रखेगा।

(ii) प्रक्रिया नियंत्रण—

(क) विनिर्माता विनिर्माण की विभिन्न प्रक्रियाओं के लिए व्यौरेवार प्रक्रिया विनिर्देश अधिकृत करेगा।

(ख) प्रक्रिया विनिर्देश में अधिकृत प्रक्रियाओं का नियंत्रण करने के लिए उपकरण, उपकरण और मापनों की पर्याप्त सुविधाएं होंगी।

(ग) विनिर्माण की प्रक्रिया के दौरान प्रयुक्त नियंत्रणों के सत्यापन की संभावना सुनिश्चित करने के लिए विनिर्माता पर्याप्त अभिलेख रखेगा।

(iii) उत्पाद नियंत्रण—

(क) अधिनियम की धारा 6 के अधीन मान्यताप्राप्त विनिर्देशों के अनुसार सामग्री का परीक्षण करने के लिए विनिर्माता के पास या तो अपनी परीक्षण सुविधाएं होंगी या उसकी पहुंच बहां तक होगी जहां ऐसी परीक्षण सुविधाएं उपलब्ध हों।

(ख) परीक्षण के लिए नमूनों का लिया जाना (जहां अपेक्षित है) अभिलिखित अवलोकन पर आधारित होगा।

(ग) विनिर्माता द्वारा किए गए परीक्षणों के सम्बन्ध में पर्याप्त अभिलेख नियमित और व्यवस्थित ढंग से रखेगा।

(iv) परिरक्षण नियंत्रण—

(क) विनिर्माता, माल को मौसम के प्रतिकूल प्रभावों से सुरक्षित करने के लिए व्यौरेवार विनिर्देश अधिकृत करेगा।

(ख) माल को भंडारण और अभिवहन, दोनों के दौरान, अच्छी तरह से परिरक्षण किया जाएगा।

(5) मौसम सम्बन्धी नियंत्रण—

उत्पादन और निरीक्षण में प्रयुक्त मेजों और उपकरणों की कालिक जांच या अंशशोधन किया जाएगा और विनिर्माता वृत्तान्त कार्ड के रूप में उसका अभिलेख रखेगा।

(6) पैकिंग नियंत्रण—

विनिर्माता निर्यात किए जाने वाले पैकेजों के लिए, व्यौरेवार पैकिंग विनिर्देश अधिकृत करेगा और उनका कठोरता से पालन करेगा।

(2) निरीक्षण—निर्यात के लिए आशयित लकड़ी के कर्मीचर का निरीक्षण इससे उपाबन्ध अनुसूची 2 के अनुसार निरीक्षण और परीक्षण किए जाने वाले परेषण में से नमूना लेकर इस दृष्टि से किया जाएगा कि परेषण अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त मानक विनिर्देशों के अनुरूप है।

4. निरीक्षण का आधार—निर्यात के लिए आशयित लकड़ी के कर्मीचर का निरीक्षण इस दृष्टि से किया जाएगा कि वे अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त मानक विनिर्देशों के अनुरूप हैं।

यह कार्य या तो

(क) यह सुनिश्चित करके किया जाएगा कि विनिर्माण की प्रक्रिया के दौरान नियम 3 के उपनियम (1) में विनिर्दिष्ट क्वालिटी नियंत्रण अभ्यासों का प्रयोग किया गया है,

या

(ख) नियम 3 के उपनियम (2) के अनुसार किए गए निरीक्षण के आधार पर किया जाएगा,

या

(ग) दोनों द्वारा किया जाएगा।

5. निरीक्षण की प्रक्रिया:—(1)(क) लकड़ी के फर्नीचर का निर्यात करने का इच्छुक निर्यातकर्ता ऐसा करने के अपने आशय की निश्चित सूचना किसी एक अभिकरण को देगा और ऐसी सूचना को एक घोषणा करेगा—

कि या तो लकड़ी के फर्नीचर का परेषण नियम 3 के उपनियम (1) के अधीन निर्दिष्ट नियंत्रणों के अनुसार क्वालिटी नियंत्रण उपायों को अपनाकर विनिर्मित किया गया है या किया जा रहा है और परेषण इस प्रयोजन के लिए मान्य मानक विनिर्देशों के अनुरूप है,

या सभी तकनीकी विशेषताओं का व्यौरा देने हुए निर्यात सविदा में अनुबंधित विनिर्देश की घोषणा भी करेगा जिसे कि अभिकरण नियम 3 के उप-नियम (2) के अनुसार निरीक्षण कर सके।

(ख) निर्यातकर्ता ऐसी सूचना की एक प्रति परिषद् के निकटतम कार्यालय को भी उसी समय देगा।

परिषद् के कार्यालयों के पते निम्नलिखित हैं:—

मुख्य कार्यालय	निर्यात निरीक्षण परिषद्, ब्लैक ट्रेड सेंटर, 14/1 बी० एजरा स्ट्रीट, कलकत्ता-700001
क्षेत्रीय कार्यालय	(i) निर्यात निरीक्षण परिषद्, अमन बैम्बर्स (चौथी मंजिल) 113, मर्हिपि कार्बो रोड, मुम्बई-400004
	(ii) निर्यात निरीक्षण परिषद्, मनोहर बिल्डिंग महात्मा गांधी रोड, एरनाकुलम, कोचीन-682001
	(iii) निर्यात निरीक्षण परिषद्, म्युनिसिपल मार्केट बिल्डिंग, 3, सरस्वती मार्ग, करोल बाग, नई दिल्ली-110005-

(2) निर्यातकर्ता अभिकरण को, परेषण पर लगाए गए पहचान चिन्ह भी देगा।

(3) उप-नियम (1) के अधीन प्रत्येक सूचना और घोषणा निर्यातकर्ता या विनिर्माता के परिसर से परेषण के भेजे जाने से कम से कम सात दिन पूर्व अभिकरण के कार्यालय में आवश्यक पहुंच जाए।

(4)(क) उप-नियम (1) के अधीन सूचना और घोषणा प्राप्त होने पर अभिकरण नियम 4 में यथा उपबंधित निरीक्षण और इस सबन्ध में परिषद् द्वारा जारी किए गए अनुदेशों के, यदि कोई हो, आधार पर अपना यह समाधान हो जाये पर कि परेषण का विनिर्माण उसे लागू मानक विनिर्देशों के अनुसार किया गया है सात दिन के भीतर यह घोषणा करते हुए प्रमाण-पत्र जारी करेगा कि लकड़ी के फर्नीचर का परेषण निर्यात योग्य है,

परन्तु यदि अभिकरण का इस प्रकार का समाधान नहीं होता है तो वह उस सात दिन के भीतर ऐसा प्रमाण-पत्र देने से इन्कार कर देगा और ऐसे इन्कार की सूचना, उसके कारणों सहित निर्यातकर्ता को देगा।

(ख) ऐसे मामलों के सिवाय, जहां निर्यातकर्ता स्वयं लकड़ी के फर्नीचर के परेषण का विनिर्माता है और निरीक्षण नियम 4 के उपखंड (क) या (ग) के उपबन्धों के अनुसार किया जाना है, अन्य सभी मामलों में निरीक्षण की समाप्ति के पश्चात् अभिकरण यह सुनिश्चित करने के लिए परेषण के पैकेजों को इस ढंग से तुरन्त मुहरबन्द करेगा कि मुहर-बंद माल में हस्तक्षेप न किया जा सके। परेषण अस्वीकृत हो जाने की

दशा में, यदि निर्यातकर्ता चाहे तो परेषण को अभिकरण मुहर बंद नहीं करेगा। ऐसे मामलों में निर्यातकर्ता किसी अस्वीकृति के बिना अपील करने का हकदार नहीं होगा।

6 निरीक्षण का स्थान:—इन नियमों के प्रयोजनों के लिए लकड़ी के फर्नीचर का निरीक्षण

(क) विनिर्माता के परिसर पर किया जाएगा

या

(ख) उस परिसर पर किया जाएगा जहां निर्यातकर्ता लकड़ी के फर्नीचर का परेषण निरीक्षण के लिए प्रस्तुत करता है, परन्तु यह तब जब वहां निरीक्षण और परीक्षण के प्रयोजन के लिए पर्याप्त सुविधाएं विद्यमान हैं।

7. निरीक्षण फीस —(i) उप-नियम 4(क) और 4(ग) में दिए गए आधार पर किए गए निरीक्षण की दशा में प्रत्येक परेषण के लिए सी रुपये के अधीन रहते हुए पोत-पर्यन्त निःशुल्क मूल्य का 0.3% होगी।

(ii) उप-नियम 4(ख) में दिए गए आधार पर किए गए निरीक्षण की दशा में प्रत्येक परेषण के लिए सी रुपये के अधीन रहते हुए पोत पर्यन्त निःशुल्क मूल्य का 0.5% होगी।

8 अपील —(1) नियम 5 के उप-नियम (4) के अधीन प्रमाण-पत्र देने से अभिकरण द्वारा इन्कार करने से व्यक्ति कोई व्यक्ति ऐसे इन्कार की सूचना प्राप्त होने से दस दिन के भीतर इस प्रयोजन के लिए क्षेत्रीय सरकार द्वारा नियुक्त अपील पैनल को जिनमें कम से कम तीन और अधिक से अधिक सात व्यक्ति होंगे, अपील कर सकेगा।

(2) पैनल की कुल सदस्यता के कम से कम दो तिहाई सदस्य गैर सरकारी होंगे।

(3) पैनल की गणपूर्ति तीन सदस्यों से होगी।

(4) अपील प्राप्त होने के पन्द्रह दिन के भीतर निपटा दी जाएगी।

उपबन्ध II

लकड़ी के फर्नीचर के लिए स्थूलतम विनिर्देश

1 0 सामग्री (लकड़ी या अन्य सामग्री के साथ लकड़ी)

1.1 लकड़ी अच्छी तरह से पकी होनी चाहिए तथा बरारों, तखतपोरीकरण टहने तथा मकियों के छत्तों जैसे दोषों से मुक्त होनी चाहिए। सामान्यतः प्रयत्न यह होना चाहिए कि फर्नीचर ऊपर दिखाई देने वाले भाग में गांठें नहीं हों, तथापि प्रत्येक वस्तु में दो से अधिक गांठें अनुज्ञेय नहीं होगी।

1.2 वस्तु के अन्दर की ओर कीले पेच इस प्रकार से लगाए जाएंगे कि बाहर से दिखाई न दें और हाथों से रगड़ने पर इनके कीर्ष चुभे नहीं।

1.3 आसंजन के प्रयोजन के लिए जांतब या सरेस का चूरा या संश्लिष्ट आसंजन का प्रयोग किया जाना चाहिए।

1.4 उचित आकार के कच्चे ठीक से कसे जाने चाहिए और क्रियात्मक दोषों से मुक्त होने चाहिए।

2.0 पालिश करना और फिनिशिंग

2.1 जोड़ों में सरेस तथा कीले ठीक से लगाई जाएगी। जोड़ों के किनारे जोड़ों में बिना रिक्त स्थान के किसी प्रकार से फिनिश किए जाने चाहिए।

2.2 वस्तु की सतह बालू से ठीक प्रकार से पालिश की जानी चाहिए। यह दरारें, गांठों आदि से मुक्त होनी चाहिए।

2.3 सतह पर मैनसन पालिश के दो या प्लेन पतले चन्द्रस की पालिश के चार कोट होने चाहिए।

3.0 सहायताएं:

3.1 सामान्य बिमाओ पर लागू की जाने वाले सहायताएं निम्नलिखित के अनुसार हैं :—

आकार	सहायता
25 मि०मी० तक	± 6 मि०मी०
25 मि०मी० से 50 मि०मी० तक	± 10 मि०मी०
50 मि०मी० से 100 मि०मी० तक	± 15 मि०मी०
100 मि०मी० से 200 मि०मी० तक	± 20 मि०मी०
200 मि०मी० से 500 मि०मी० तक	± 25 मि०मी०
500 मि०मी० से अधिक	± 50 मि०मी०

4.0 परीक्षण

4.1 लकड़ी का भारता भ्रंश के लिए गढ़ाई करने से पहले नीचे विनिर्दिष्ट के अनुसार परीक्षण किया जाएगा :—

नमी—न्यूनतम 5%

अधिकतम 14%

विद्युत भारता मापक द्वारा भारता सुनिश्चित की जाएगी। इसके परिणामों की भारतीय मानक विनिर्देश सं० 287-1980 (4.1) में निर्धारित सही पद्धति के अनुसार जांच की जाएगी।

4.2 लकड़ी के जोड़ों की मजबूती का जहां अपेक्षित हो, समुक्त भारतीय मानक विनिर्देश के अनुसार परीक्षण किया जाएगा।

5.0 पैकिंग

जब तक कि विदेशी क्रेता द्वारा अन्यथा विनिर्दिष्ट न हो, सब तक फर्नीचर की वस्तुओं को पहले मुलायम टिशु पेपर से पैक किया जाएगा और उसके बाद सबसे ऊपर जल सह कागज से पैक किया जाएगा। इस प्रकार पैक की गई वस्तुएं उचित आकार के लकड़ी के डिब्बों में पैक की जाएगी।

अनुसूची-1

(नियम 3 देखिए)

नियंत्रण के स्तर

क्र०सं०	परीक्षण निरीक्षण की विशेषताएं	अपेक्षाएं	निरीक्षण परीक्षण किए जाने वाले नमूनों की सं०	लाट का आकार आवृत्ति	टिप्पणी
1	2	3	4	5	6
1.	कच्ची सामग्री				
1.1	लकड़ी के कण	मानक विनिर्देशों के अनुसार	ए० क्यू० एल० मानक के आधार पर	प्रत्येक परीक्षण	
1.2	लकड़ी का वर्ग	—यथोक्त—	ए० क्यू० एल० मानक	—यथोक्त—	
1.3	भारता भ्रंश	—यथोक्त—	ए० क्यू० एल० मानक के आधार पर	—यथोक्त—	
1.4	विच्छाई देने वाले बोध	—यथोक्त—	—यथोक्त—	—यथोक्त—	
2.	संयोजक और फिटिंग्स				
2.1	कारीगरी	—यथोक्त—	—यथोक्त—	—यथोक्त—	
2.2	फिनिश (विकृति, अपरिपक्व लकड़ी और गांठें)	—यथोक्त—	—यथोक्त—	—यथोक्त—	
2.3	पॉलिश	—यथोक्त—	—यथोक्त—	—यथोक्त—	
3.	उत्पाद नियंत्रण				
3.1*	परीक्षण				
3.1.1	भारता भ्रंश	—यथोक्त—	—यथोक्त—	—यथोक्त—	
3.1.2	जोड़ों की मजबूती	—यथोक्त—	—यथोक्त—	—यथोक्त—	
4.	पैकिंग				
4.1	प्रकट रूप	परिशुद्ध	प्रत्येक	प्रत्येक परीक्षण	
4.2	पतन परीक्षण	—यथोक्त—	—एक—	—यथोक्त—	
4.3	रोलिंग परीक्षण	—यथोक्त—	—एक—	—यथोक्त—	
4.4	जल फुहार परीक्षण	—यथोक्त—	—एक—	—यथोक्त—	

*पैकेजों की कतिपय अपेक्षाएँ की जाएगी तथा देखने में सुन्दर होंगी। पैकेज की अन्तर्वस्तु इस प्रकार से पैकेज की जाएगी कि नीचे दिए गए पात परीक्षण, रोलिंग, परीक्षण और जल फुहार परीक्षण को सहन कर सके।

(i) पतन परीक्षण (केवल 37 कि०मी० तक के भार तक निर्बन्धित होगा) 150 सें०मी० की ऊँचाई से गिराया जाने वाला पैकेज एक बार बड़ी समतल सतह पर एक बार लम्बे किनारे पर और एक बार उसके किसी भी कोने पर गिराया जाएगा।

(ii) रोलिंग परीक्षण (500 कि०मी० तक के भार तक निर्बन्धित होगा) से लुढ़काए जाने वाले पैकेजों की किसी भी ओर से 6 मीटर दूरी की ओर तथा 6 मीटर पीछे की ओर या 12 मीटर एक ही दिशा में लुढ़काया जाएगा।

(iii) जल फुहार परीक्षण—पैकेज को पाँच मिनट के लिए सामान्य आकस्मिक मानसून बौछार के सम—तुल्य जल फुहार में रखा जाएगा।

अनुसूची-II
(नमूना मारणी)

सॉट प्रकार	लिग जाने वाले नमूने	दोषों की अनुमेय संख्या
0-10	2	शून्य
11-20	5	शून्य
21-50	8	1
51-150	10	1
151-300	13	2
301-500	15	2
501-1000	20	3
1001-और उस से ऊपर	25	5

[सं 6(8) 79-नि०नि० तथा नि०उ०]

सी० बी० कुकरेती, संयुक्त निदेशक

MINISTRY OF COMMERCE AND CIVIL SUPPLIES

(Department of Commerce)

ORDER

New Delhi, the 2nd August, 1980

S.O. 2048.—Whereas the Central Government is of opinion that, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), it is necessary and expedient so to do for the development of export trade of India that Wooden Furniture shall be subject to quality control and inspection prior to export;

And, whereas the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the export Inspection Council, as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964.

Now, therefore, in pursuance of the said sub-rule the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objection or suggestion with respect to the said proposals may forward the same, with forty-five days of the date of publication of this Order in the Official Gazette, to the Export Inspection Council, World Trade Centre (7th Floor) 14/1B, Ezra Street, Calcutta-700001.

PROPOSALS

- (1) To notify that Wooden Furniture shall be subject to quality control and inspection prior to export;
- (2) To specify the type of inspection in accordance with the draft Export of Wooden Furniture (Quality Control and Inspection) Rules, 1980 set out in Annexure-I to this Order as the type of quality control and inspection which would be applied to such Wooden Furniture prior to export;
- (3) Recognises ;
 - (a) Contractual specifications as agreed upon in the export contract, subject to a minimum of the specification as given in Annexure II to this notification.

or

- (b) Any national standard of any country.

as the standard specification for such Wooden Furniture.

- (4) To prohibit the export in the course of international trade of any such Wooden Furniture unless the same are accompanied by a certificate issued by any one of the agencies established by the Central Government under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), to

the effect that the consignments of Wooden Furniture satisfy the conditions relating to quality control and inspection and are exportworthy.

3. Nothing in this Order shall apply to the export by land, sea or air of bonafide samples of Wooden Furniture to prospective buyers.

4. In this Order "wooden furniture" shall mean a piece of article made of wood or wood with other material used in furnishing, decorating or for any other allied purpose. Some of the common items are Tables, Chairs, Wardrobes, Shelving Cabinets, Divans, Partitions, Doors, Windows, Boxes, Screens, Beds.

ANNEXURE I

Draft rules proposed to be made under section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963)

1. Short title and commencement.—(1) These rules may be called the Export of Wooden Furniture (Quality Control and Inspection), Rules, 1980.

(2) They shall come into force.....

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963).

(b) "agency" means any one of the agencies established at Bombay, Calcutta, Cochin, Delhi and Madras under section 7 of the Act.

(c) "wooden furniture" shall mean a piece of article made of wood or wood with other material used in furnishing, decorating, or for any other allied purpose. Some of the common items are Tables, Chairs, Wardrobes, Shelving Cabinets, Divans, Partitions, Doors, Windows, Boxes, Screens, Beds.

3. Quality Control and Inspection.—(1) Quality Control—The quality control of the Wooden Furniture intended for export shall be done with a view to seeing that the same conforms to the specifications recognized by the Central Government under section 6 of the Act, by effecting the following controls, at different stages of manufacture together with the levels of control as given in the Schedule I annexed hereto, namely:—

(i) Bought materials and components control:—

- (a) Purchase specifications shall be laid down by the manufacturer incorporating the properties of materials or components to be used and shall have adequate means of inspection or testing to ensure conformity of the incoming lots.

(b) The accepted consignments shall be either accompanied by a supplier's test or inspection certificate corroborating the requirements of the purchase specification, in which case occasional checks, (that is to say once in each quarter of the year for the same supplier of the same material) shall be conducted by the manufacturer for a particular supplier to verify the correctness of the aforesaid test or inspection certificates, or the purchased materials or components shall be regularly inspected or tested either in a laboratory in the factory or in some other laboratory or test house.

(c) The sampling for inspection or test to be carried out shall be based on a recorded investigations.

(d) After the inspection or test is carried out, systematic methods shall be adopted in segregating the accepted and rejected materials or components and in disposal of rejected materials or components.

(e) Adequate records in respect of the above mentioned controls shall be regularly and systematically maintained by the manufacturer.

(ii) Process Control :

(a) Detailed process specifications shall be laid down by the manufacturer for different processes of manufacturer.

(b) Equipments, instrumentation and facilities shall be adequate to control the processes as laid down in the process specifications.

(c) Adequate records shall be maintained by the manufacturer to ensure the possibility of verifying the controls exercised during the process of manufacture.

(iii) Product control :

(a) The manufacturer shall either have his own adequate testing facilities or shall access to such testing facilities existing elsewhere to test the product as per the specifications recognised under section 6 of the Act.

(b) Sampling (wherever required) for testing shall be based on recorded investigation.

(c) Adequate records in respect of tests carried out shall be regularly and systematically maintained by the manufacturer.

(iv) Preservation Control :

(a) A detailed specification shall be laid down by the manufacturer to safeguard the product from adverse effects of feather conditions.

(b) The product shall be well preserved both during storage and transit.

(v) Metrological control :

Gauges and instruments used in the production and inspection shall be periodically checked or calibrated and records shall be maintained in the form of history cards by the manufacturer.

(vi) Packing control :

The manufacturer shall lay down a detailed packing specification for export packages and shall strictly adhere to the same.

(2) Inspection.—The inspection of Wooden Furniture meant for export shall be done by drawing sample as per Schedule II annexed hereto from the consignment for carrying out examination and testing of the same with a view to seeing that the consignment conforms to the standard specifications recognised by the Central Government under section 6 of the Act.

4. Basis of inspection.—Inspection of Wooden Furniture intended for export shall be carried out with a view to seeing that the same conforms to the specifications recognised by the Central Government under section 6 of the Act.

either

(a) by ensuring that during the process of manufacture the quality control drills as specified in sub-rule (1) of rule 3 have been exercised.

or

(b) on the basis of inspection carried out in accordance with sub-rule (2) of rule 3.

or

(c) by both.

5. Procedure of Inspection.—(1)(a) Any exporter intending to export a consignment of Wooden furniture shall give an intimation in writing to any one of the agencies of his intention so to do, and submit, along with such intimation, a declaration either that the consignment of Wooden furniture has been or is being manufactured by exercising quality control measures as per controls referred to under sub-rule (1) of rule 3 and that the consignment conforms to the standard specifications recognised for the purpose; or of the specifications stipulated in the export contract giving details of all the technical characteristics, to enable the agency to carry out inspection in accordance with sub-rule (2) of rule 3.

(b) The exporter shall at the same time endorse a copy of such intimation to the nearest office of the Council. The addresses of the Council offices are as under :—

Head Office.—Export Inspection Council, World Trade Centre (7th floor) 14/1B, Ezra Street, Calcutta-700001.

Regional Offices.—(i) Export Inspection Council, Aman chambers (4th Floor) 113, M. Karve Road, Bombay-400004.

(ii) Export Inspection Council, Manohar Building, Mahatma Gandhi Road, Frnakulam, Cochin-682011.

(iii) Export Inspection Council, Municipal Market Building, 3, Saraswati Marg, Karol Bagh, New Delhi-110005.

(2) The exporter shall also furnish to the Agency the identification marks applied on the consignment.

(3) Every intimation and declaration under sub-rule (1) shall reach the office of the agency not less than seven days prior to the despatch of the consignment from the manufacturer's premises or exporter's premises.

(4) (a) On receipt of the intimation and declaration under sub-rule (1), the agency on satisfying itself, on the basis of inspection carried out as provided for under rule 4 and the instructions, if any, issued by the Council in this regard, that the consignment has been manufactured according to the standard specifications applicable to it, within seven days shall issue a certificate declaring the consignment of Wooden Furniture as export worthy :

Provided that where the agency is not so satisfied, it shall within the said period of seven days refuse to issue such certificate and communicate such refusal to the exporter along with the reasons therefor.

(b) Except in cases where the exporter is himself the manufacturer of the consignment of Wooden Furniture and the inspection is carried out according to the provisions of sub-clauses (a) or (c) of rule 4, in all other cases, after completion of inspection, the Agency shall immediately seal the packages of the consignment in a manner so as to ensure that the sealed goods cannot be tampered with. In case of rejection of the consignment if the exporter so desires, the consignment may not be sealed by the agency. In such cases, however the exporter shall not be entitled to prefer an appeal against the rejection.

6. Place of inspection.—Inspection of Wooden Furniture for the purpose of these rules shall be carried out :

(a) at the premises of the manufacturer

or

(b) at the premises at which the consignment of Wooden Furniture is offered for inspection by the exporter, provided adequate facilities for the purpose of inspection and testing exist therein.

7. Inspection fee:—(i) 0.3 per cent of free on board value subject to a minimum of rupees one hundred for each consignment in case of inspection is carried out on the basis given in sub-rule 4(a) and 4(c).

(ii) 0.5 per cent of free on board value subject to a minimum of rupees one hundred for each consignment in case the inspection is carried out on the basis given in sub-rule 4(b).

8. Appeal:—(1) Any person aggrieved by the refusal of the agency to issue a certificate under sub-rule (4) of rule 5, may, within ten days of the receipt of the communication of such refusal prefer an appeal to an Appellate Panel consisting of not less than three but not more than seven persons appointed for the purpose by the Central Government.

(2) At least two thirds of the total membership of the panel shall consist of not officials.

(3) The quorum for the Panel shall be three.

(4) The appeal shall be disposed of within 15 days of its receipt.

ANNEXURE II

Minimum specification for Wooden Furniture.

1.0 Material (Wood or wood with other material).

1.1 Wood shall be well seasoned and free from defects viz. cracks, case hardening, collapse and honey combing. Generally efforts should be made to avoid knots on visible portions of the furniture, however, not more than two knots per item should be permissible.

1.2 Nails/Screws shall be fitted on the inner side of the article in such a way that it should be invisible from outside and its head should not give any feeling when rubbed with bare hand.

1.3 Animal or powder glue or synthetic adhesive should be used for adhesion purpose.

1.4 Hinges of suitable sizes should be properly screwed and should be free from functional defects.

2.0 Polishing & Finishing.

2.1 Joints shall be properly glued and nailed. Edges of joints must be well finished without any gap in the joints.

2.2 The surface of the article should be properly sanded. It should be free from cracks, knots etc.

2.3 Two coats of Mension polish or four coats of plain thin Chandras polish should be cracks, knots etc.

3.0 Tolerances :

3.1 Tolerances to be applied on nominal dimensions are as follows—

Size	Tolerance
Upto 25 mm.	± 6 mm.
above 25 mm upto 50 mm	±10 mm.
above 50 mm upto 100 mm	±15 mm.
above 100 mm upto 200 mm	±30 mm.
above 200 mm upto 500 mm.	±25 mm.
above 500 mm.	±50 mm.

4.0 Testing

4.1 The timber shall be tested for moisture content before carving as mentioned below :

Moisture — Minimum 5%
Maximum 14%

The moisture shall be determined by means of Electronic Moisture Meter. The results can also be checked by even method as prescribed in Indian standard specification No. 287—1960 (4.1)

4.2 Strength of wooden joints shall be tested, wherever necessary according to the relevant Indian Standard specification.

5.0 Packing

Unless otherwise specified by the foreign buyer, the furniture items shall be packed first with soft tissue paper and then with waterproof paper on top of it. Items thus packed shall be packed in well designed wooden crates.

SCHEDULE I

(See rule 3)

LEVELS OF CONTROL

Sl. No.	Test/Inspection characteristics	Requirements	No. of samples to be inspected/tested	Lot size/frequency	Remarks
1	2	3	4	5	6
1.	Raw Materials				
1.1	Grains of wood	As per standard specification.	on the basis of standard A.Q.L.	Each consignment	
1.2	Species of wood	-do-	..	-do-	
1.3	Moisture content	-do-	On the basis of standard A.Q.L.	-do-	
1.4	Visual defects	-do-	-do-	-do-	
2	Components & fittings				
2.1	Workmanship	-do-	-do-	-do-	
2.2	Finish (Deformation, immature wood & knots)	-do-	-do-	Each piece	
2.3	Polish	-do-	-do-	-do-	

1	2	3	4	5	6
3. Product Control					
3.1 Test					
3.1.1	Moisture content	-do-	-do-	-do-	
3.1.2	Strength of Joints	-do-	-do-	-do-	
4. Packing					
4.1	Appearance	Accuracy	Each	Each consignment	
4.2	Drop test	-do-	One	-do-	
4.3	Rolling test	-do-	One	-do-	
4.4	Water spraying test	-do-	One	-do-	

*The packages shall be well finished and have a good appearance.

The inner contents of the packages shall be so packed as to withstand drop test, rolling test and water spraying test as given below.

- (i) Drop test (to be restricted to head load upto 37 kgs.)—The package to be dropped from a height of 150 cms, once on the largest flat surface, once on the largest edge and once on any corner of its own.
- (ii) Rolling test (to be restricted upto a weight of 500 kgs). The package to be subjected to rolling on its sides either 6 meters forward and 6 meters backwards or twelve meters in one direction only.
- (iii) Water spraying test—The packages to be allowed to be exposed against a water spray equivalent to a normal sudden monsoon shower for five minutes.

SCHEDULE II

(Sampling Table)

Lot size	Samples to Be drawn	Permissible Number of Defectives
0—10	3	Nil
11—20	5	Nil
21—50	8	1
51—150	10	1
151—300	13	2
301—500	15	2
501—1000	20	3
1001 & above	25	5

[No. 6/8/79-El&EP]

C. B. KUKRETI, Joint Director

केन्द्रीय उत्पाद शुल्क समाहर्तालय

कानपुर, 2 जुलाई, 1980

क्रा० प्र० 2049—केन्द्रीय उत्पाद शुल्क नियमावली, 1944 के नियम 233 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करने हुए मैं अधिसूचना सं० 65/80, दिनांक 7-6-1980 के अन्तर्गत छूट पास और इस कानपुर समाहर्तालय के क्षेत्राधिकार में आने वाले सभी उर्वरक विनिर्माताओं को निवेश देता हूँ कि वे दिनांक 6-7-80 से दो माह की अवधि के लिए केन्द्रीय उत्पाद शुल्क के नियंत्रण में रहेंगे। ऐसे सभी विनिर्माता केन्द्रीय उत्पाद शुल्क से सम्बन्धित उत्पादन रिकार्ड रखते रहेंगे और उर्वरकों की निकासी इस समय तक क्रमांकित गेट-पास से ही करते रहेंगे। वे मासिक विवरणी भी दाखिल करने रहेंगे।

सं० 1/1980/पत्र सं० 5 (14-एच०एच०) (8) 14-प्रा०/VI 80/14991]

जे०. रामकृष्णन, समाहर्ता

CENTRAL EXCISE COLLECTORATE

Kanpur, the 2nd July, 1980

S.O. 2049.—In exercise of the powers conferred on me under Rule 233 of Central Excise Rules, 1944, I direct all the manufacturers of fertilizers, exempted under Notification No. 65/80-CE, dated the 7th June, 1980 and falling under the jurisdiction of this Collectorate, to remain under Central Excise Control for a period of two months from 7-6-80. Such manufacturers should continue to maintain Central Excise production records and clear fertilizers under serially numbered gate pass as hitherto. They will also file monthly returns.

[No. 1/1980/C. No. V(14HH)(8)14-Tech/VI/80/1499]

J. RAMAKRISHNAN, Collector

पेट्रोलियम मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 18 जुलाई, 1980

क्रा० प्र० 2030.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि उत्तर प्रदेश में मथुरा से जलन्धर (पंजाब) तक पेट्रोलियम पदार्थों के परिवहन के लिए पार्सप लाइन इन्डियन ऑयल कार्पोरेशन द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची में वर्जित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पार्सप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्द्वारा घोषित किया है।

बगलें कि उक्त भूमि में हिनवद्ध कोई व्यक्ति उस भूमि के नीचे पार्सप लाइन बिछाने के लिए आशेष सक्षम प्राधिकारी, इन्डियन ऑयल कार्पोरेशन लिमिटेड, मथुरा जलन्धर पार्सप लाइन प्रोजेक्ट, न्यू हाऊस, कुन्जपुरा मार्ग, करनाल (हरियाणा) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची		1			3			4			5		
तहसील . करनाल	जिला करनाल	राज्य : करनाल			कोल्ह हदबस्त नं० 30			(शारी)					
ग्राम	खसरा नं०	क्षेत्रफल											
		हेक्टर	गैर	बर्ग									
				मीटर									
1	2	3	4	5									
बख्तपुर	4/12 मिन	0	09	36	80/2 मिन	0	10	12					
हदबस्त नं० 34	4/19 मिन	0	10	12	80/9 मिन	0	10	12					
	4/22 मिन	0	10	12	80/12/2 मिन	0	10	12					
	9/2 मिन	0	10	12	80/19 मिन	0	10	12					
	9/4/1 मिद	0	02	28	80/22 मिन	0	10	12					
	9/9/2 मिन	0	07	84	106/2 मिन	0	10	12					
	9/12 मिन	0	10	12	106/9 मिन	0	10	12					
	9/19 मिन	0	10	12	106/12 मिन	0	10	12					
	9/22 मिन	0	09	36	106/19 मिन	0	10	12					
	107/ मिद	0	00	76	106/22 मिन	0	10	12					
	17/2 मिन	0	10	12	119/2 मिन	0	10	12					
	17/9 मिन	0	10	12	1003/ मिन	0	00	76					
	17/12 मिन	0	10	12	119/9 मिन	0	09	36					
	17/19 मिन	0	06	07	119/12 मिन	0	10	12					
	79/	0	00	86	119/19 मिन	0	10	12					
बरोली	4/19 मिन	0	05	31	119/22 मिन	0	04	55					
हदबस्त नं० 33	4/22 मिन	0	10	12	गुड़ा हदबस्त नं० 23	7/22 मिन	0	09	86				
	106/ मिन	0	00	51	17/2 मिन	0	10	12					
	10/2 मिन	0	09	61	129/14 मिन	0	00	51					
	10/9 मिन	0	10	12	17/9 मिन	0	09	61					
	10/12 मिन	0	10	12	17/12 मिन	0	10	12					
	10/19 मिन	0	10	12	17/19 मिन	0	10	12					
	106/ मिन	0	00	51	17/22/1 मिन	0	04	31					
	10/22 मिन	0	09	61	17/22/2 मिन	0	05	31					
	15/2/1 मिन	0	02	78	32/2/2 मिन	0	01	26					
	73/ मिन	0	01	01	32/2/1 मिन	0	08	60					
	15/2/2 मिन	0	06	32	32/9/1 मिन	0	02	78					
	15/9 मिन	0	10	12	32/9/2 मिन	0	07	33					
	15/12 मिन	0	00	76	32/12/1 मिन	0	03	54					
गन्जबाग	10/22 मिन	0	05	36	32/12/2 मिन	0	01	26					
हदबस्त नं० 31	70/	0	00	51	32/12/3 मिन	0	00	51					
	17/2 मिन	0	09	61	32/12/4 मिन	0	00	51					
	17/9 मिन	0	10	12	32/12/5 मिन	0	01	01					
	17/12 मिन	0	10	12	32/12/6 मिन	0	03	29					
	17/19 मिन	0	03	79	32/19/1 मिन	0	04	30					
	86/ मिन	0	01	01	32/19/2 मिन	0	01	01					
कोल्ह हदबस्त नं० 30	42/22 मिन	0	03	04	32/19/3 मिन	0	04	81					
	69/2 मिन	0	10	12	160/ मिन	0	00	76					
	69/9 मिन	0	09	61	32/22 मिन	0	09	36					
	162/ मिन	0	00	15	43/2/1 मिन	0	03	29					
	69/12/1 मिन	0	04	30	43/2/2 मिन	0	01	52					
	69/12/2 मिन	0	05	82	13/2/5 मिन	0	03	54					
	69/19 मिन	0	10	12	43/2/6 मिन	0	01	77					
	69/22/2 मिन	0	05	31	13/9/1 मिन	0	09	61					
	96/ मिन	0	02	30	43/9/2 मिन	0	00	51					
	69/22/1 मिन	0	02	53	43/12 मिन	0	10	12					
					43/19/2 मिन	0	01	77					
					142 मिन	0	02	28					
					43/19/1 मिन	0	06	07					
					43/22 मिन	0	10	12					
					58/2 मिन	0	10	12					
					129/15 मिन	0	00	51					
					58/9 मिन	0	09	61					
					58/12 मिन	0	10	12					

1	2	3	4	5
गुडा हवबस्त नं० 23 (जारी)	58/19/1 मिन	0	03	04
	58/19/2 मिन	0	05	82
	58/19/3 मिन	0	01	01
	58/22 मिन	0	10	12
	68/2 मिन	0	10	12
	68/9/9 मिन	0	01	52
	68/9//1 मिन	0	05	82
	68/12 मिन	0	10	12
	68/19 मिन	0	10	12
	68/22 मिन	0	10	12
	83/2 मिन	0	09	61
	129/16 मिन	0	00	51
	186/ मिन	0	01	77
	83/9 मिन	0	09	36
	83/12 मिन	0	09	36
	83/19/2 मिन	0	10	12
	83/22/1 मिन	0	07	84
	83/22/2 मिन	0	02	28
	89/2 मिन	0	10	12
	89/9 मिन	0	10	12
	89/12 मिन	0	10	12
	89/19 मिन	0	10	12
	89/22 मिन	0	07	08
	89/371 मिन	0	08	09
	89/370 मिन	0	10	12
	89/375 मिन	0	10	12
	89/378 मिन	0	10	12
	89/384 मिन	0	09	11
	89/383 मिन	0	00	00
	89/1088 मिन	0	03	04
	89/1099 मिन	0	05	56
	89/1100 मिन	0	02	53
	89/1106 मिन	0	06	83
	89/1107 मिन	0	03	29
शेख पुरा हवबस्त नं० 22	89/1105 मिन	0	13	91
	89/1108 मिन	0	00	76
	89/1112 मिन	0	00	76
	89/1114 मिन	0	04	55
	89/1117 मिन	0	10	12
	89/1118 मिन	0	10	12
	89/1121 मिन	0	10	12
	89/1122 मिन	0	10	12
	89/1257 मिन	0	03	29
	89/1258 मिन	0	04	30
	89/1259 मिन	0	02	02
	89/1260 मिन	0	08	09
	89/1261 मिन	0	02	02
	89/1265 मिन	0	09	11
	89/1266 मिन	0	01	77
	89/1421 मिन	0	12	65
	89/1419 मिन	0	06	32
	89/1420 मिन	0	06	32
	89/1418 मिन	0	01	77
	89/1395 मिन	0	04	30

1	2	3	4	5
शेख पुरा हवबस्त नं० 22	89/1397 मिन	0	03	04
	89/1396 मिन	0	02	02
	89/1381 मिन	0	06	32
	89/1382 मिन	0	06	32
	89/1380 मिन	0	05	06
	89/1383 मिन	0	05	06
	89/1376 मिन	0	05	06
	89/1377/1 मिन	0	05	06
	89/1374/1 मिन	0	05	56
	89/1374/2 मिन	0	00	76
	89/1375 मिन	0	06	32
मलिक पुरा हवबस्त नं० 28	2/11 मिन	0	00	23
	2/23 मिन	0	04	55
	2/21 मिन	0	10	12
	6/1 मिन	0	10	12
	6/10 मिन	0	10	12
	6/11 मिन	0	10	12
	6/20 मिन	0	10	12
	6/21 मिन	0	10	12
	9/1 मिन	0	09	61
	139/मिन	0	00	51
	9/0 मिन	0	01	52
	9/10 मिन	0	08	80
	9/11 मिन	0	05	56
	9/12 मिन	0	04	55
	9/19 मिन	0	07	08
	9/20 मिन	0	03	04
	9/21 मिन	0	00	51
	9/22 मिन	0	09	61
	16/2/2 मिन	0	02	28
	117/ मिन	0	03	01
	16/2/1 मिन	0	01	81
	16/9 मिन	0	10	12
	16/12 मिन	0	10	19
	16/19 मिन	0	09	61
	141/ मिन	0	00	51
	16/22 मिन	0	10	12
	20/2 मिन	0	10	12
	20/9 मिन	0	10	12
	20/12 मिन	0	10	12
	20/19/1 मिन	0	10	12
	20/22/2 मिन	0	10	12
	31/2/2 मिन	0	05	06
	31/2/1 मिन	0	01	01
	31/3 मिन	0	00	51
	31/9 मिन	0	05	56
	119/ मिन	0	05	06
	31/8 मिन	0	02	53
	31/12 मिन	0	03	54
	31/13/1 मिन	0	06	58
	31/18/2 मिन	0	09	11
	31/19/1 मिन	0	01	01
	111/ मिन	0	10	26

1	2	3	4	5	1	2	3	4	5
मलिक पुर	31/23/1 मिन	0	08	85	फुलिक इदवस्त नं० 21	46/16/2 मिन	0	00	76
इदवस्त नं० 28	38/3 मिन	0	10	12		46/24 मिन	0	06	07
	38/8 मिन	0	10	12		46/25 मिन	0	05	06
	38/13 मिन	0	10	12		51/4 मिन	0	03	54
	38/18 मिन	0	09	61		51/5 मिन	0	06	58
	153/ मिन	0	00	51		51/6 मिन	0	09	61
	48/23 मिन	0	10	12		51/7 मिन	0	00	51
	47/3 मिन	0	10	12		51/15 मिन	0	06	07
	47/8 मिन	0	10	12		120/मिन	0	02	02
	47/13 मिन	0	10	12		51/16 मिन	0	12	14
	47/18 मिन	0	10	12		51/25 मिन	0	10	12
	47/23 मिन	0	10	12		66/5 मिन	0	10	12
	151/ मिन	0	00	76		66/6 मिन	0	10	12
						66/15 मिन	0	10	12
	59/3 मिन	0	09	36		66/16 मिन	0	10	12
	59/8 मिन	0	09	11		66/25 मिन	0	10	12
	59/13 मिन	0	06	58					
	59/14 मिन	0	01	52		70/5 मिन	0	10	12
	59/17 मिन	0	03	54		70/6 मिन	0	10	12
	59/18 मिन	0	04	55		70/15/1 मिन	0	01	01
	59/23 मिन	0	02	53		70/15/2 मिन	0	08	07
	59/24 मिन	0	05	56		151/मिन	0	00	76
	144/ मिन	0	07	08		70/16 मिन	0	09	11
	149/ मिन	0	00	51		70/25 मिन	0	06	58
	63/3 मिन	0	00	51		69/20 मिन	0	00	51
	63/4 मिन	0	09	11		69/21 मिन	0	03	54
	63/7 मिन	0	10	12		84/5 मिन	0	04	05
	63/14 मिन	0	10	12		84/8 मिन	0	02	02
	63/17 मिन	0	10	12		84/15 मिन	0	00	76
	63/24 मिन	0	10	12		85/1 मिन	0	06	07
	80/4 मिन	0	09	11		85/10 मिन	0	03	04
						85/11 मिन	0	09	61
फुलिक	12/18 मिन	0	06	07		35/20/1 मिन	0	03	54
इदवस्त नं० 21	12/23/2 मिन	0	10	12		110 मिन	0	01	77
	25/3/2 मिन	0	10	12		85/20/2 मिन	0	04	81
	25/8 मिन	0	09	86		85/21 मिन	0	10	12
	25/7 मिन	0	00	25		86/1 मिन	0	10	12
	25/13 मिन	0	07	08		86/10 मिन	0	10	12
	25/14 मिन	0	03	04		86/11 मिन	0	10	37
	25/17 मिन	0	06	83	रमील इदवस्त नं० 10	96 मिन	0	14	42
	25/18 मिन	0	02	28		100 मिन	0	03	29
	260/मिन	0	00	76		6/11/1 मिन	0	00	25
	25/24 मिन	0	10	12		6/20 मिन	0	04	55
	29/4 मिन	0	10	12		6/21 मिन	0	08	60
	29/7 मिन	0	10	12					
	29/14 मिन	0	10	12		5/15 मिन	0	08	09
	29/17 मिन	0	10	12		5/16 मिन	0	05	56
	29/24 मिन	0	10	12		5/25/2 मिन	0	01	26
	46/4 मिन	0	10	12		11/1 मिन	0	10	12
	46/7 मिन	0	10	12		79 मिन	0	00	51
	46/14 मिन	0	10	12		11/10 मिन	0	09	61
	46/16/1 मिन	0	00	25		11/11 मिन	0	10	12
	46/17 मिन	0	06	07		11/20 मिन	0	10	12
	121/मिन	0	01	77		11/21 मिन	0	10	12
						14/1 मिन	0	09	36
						14/2 मिन	0	00	76

1	2	3	4	5	1	2	3	4	5
रसीन हृदयस्थ नं० 10	14/9/मिन	0	04	55	बीजना हृदयस्थ नं० 14	27/15 मिन	0	04	55
	14/10 मिन	0	05	56		28/11 मिन	0	05	82
	14/11 मिन	0	00	76		38/20/1 मिन	0	02	02
	14/12/2 मिन	0	06	58		91/मिन	0	01	52
	14/12/1 मिन	0	02	78		28/20/2 मिन	0	05	06
	14/19 मिन	0	09	36		177 मिन	0	00	51
	68/मिन	0	00	76		28/19/2 मिन	0	01	26
	14/22 मिन	0	10	12		28/21/2 मिन	0	04	55
	21/2 मिन	0	10	12		101/मिन	0	04	30
	21/9/1 मिन	0	01	77		142/मिन	0	00	76
	21/9/2 मिन	0	08	35		28/22/मिन	0	00	51
	21/12 मिन	0	10	12		38/2 मिन	0	10	37
	21/18 मिन	0	00	51		38/9 मिन	0	10	12
	21/19 मिन	0	09	61		38/12 मिन	0	10	12
	21/22 मिन	0	04	55		38/19 मिन	0	08	09
	21/23 मिन	0	05	56		38/18 मिन	0	01	77
	24/2 मिन	0	00	76		38/22 मिन	0	03	54
	24/3/1 मिन	0	06	07		38/23 मिन	0	06	58
	57/मिन	0	02	28		127/मिन	0	00	51
	24/3/2 मिन	0	01	01		51/3 मिन	0	09	61
	24/8 मिन	0	10	12		51/8 मिन	0	10	12
	24/13 मिन	0	10	12		51/13 मिन	0	10	12
	24/18 मिन	0	04	05		51/18 मिन	0	10	12
बीजना हृदयस्थ नं० 14	93 मिन	0	00	51		51/23 मिन	0	10	12
	188 मिन	0	00	25		60/3 मिन	0	10	12
	3/11 मिन	0	02	02		60/8 मिन	0	09	61
	3/12 मिन	0	01	77		60/7 मिन	0	00	51
	3/19 मिन	0	05	56		60/13 मिन	0	05	36
	3/20/1 मिन	0	04	55		60/14 मिन	0	04	55
	3/21 मिन	0	02	02		149/मिन	0	00	76
	3/22 मिन	0	03	04		60/18 मिन	0	00	25
	10/1/2 मिन	0	00	25		60/17 मिन	0	09	11
	10/2/मिन	0	09	86		60/24 मिन	0	10	12
	10/9 मिन	0	09	61		72/4 मिन	0	10	12
	187/मिन	0	00	51		72/7 मिन	0	10	12
	10/12 मिन	0	10	12		72/14 मिन	0	10	12
	10/19/2 मिन	0	02	78		72/17 मिन	0	10	12
	123 मिन	0	02	53		72/24/2 मिन	0	09	36
	10/19/1 मिन	0	04	81		72/25 मिन	0	00	76
	10/22 मिन	0	10	12		77/4/मिन	0	05	56
	18/2/1 मिन	0	02	78		77/5 मिन	0	04	55
	18/2/2 मिन	0	03	29		77/6 मिन	0	09	36
	18/3 मिन	0	04	30		77/7 मिन	0	00	76
	18/8 मिन	0	10	12		77/15 मिन	0	10	12
	18/13 मिन	0	09	11		77/16 मिन	0	10	12
	18/14 मिन	0	01	01		77/23 मिन	0	10	12
	18/18 मिन	0	00	00		85/5 मिन	0	02	02
	18/17 मिन	0	10	12	ममालका हृदयस्थ नं०	93 मिन	0	00	51
	18/24 मिन	0	09	36	13	3/16 मिन	0	07	33
	18/25 मिन	0	00	25		162 मिन	0	00	76
	113/मिन	0	00	51		3/25 मिन	0	09	36
	27/4 मिन	0	01	77		7/5/1 मिन	0	01	77
	27/5 मिन	0	08	35		68 मिन	0	06	32
	27/6 मिन	0	10	12		70/1 मिन	0	01	26

1	2	3	4	5	1	2	3	4	5
समालया हृदयस्त नं० 13	7/6/1 मिन	0	02	53	बड़ोदा हृदयस्त नं० 51	663 मिन	0	04	55
	57 मिन	0	01	52		1243 मिन	0	14	42
	7/6/2 मिन	0	06	83		1241 मिन	0	03	29
	7/15 मिन	0	07	59		1242 मिन	0	06	83
	7/16 मिन	0	01	05		1240 मिन	0	08	35
	7/25 मिन	0	02	02		1237 मिन	0	01	77
	8/11 मिन	0	02	53		1239 मिन	0	10	12
	8/20 मिन	0	06	07		1228 मिन	0	04	30
	8/21 मिन	0	08	09		1227 मिन	0	05	82
	69 मिन	0	01	01					
	14/1 मिन	0	09	11		1226 मिन	0	10	12
	14/10 मिन	0	10	12		1217 मिन	0	10	12
	14/11/1 मिन	0	05	06		1216 मिन	0	07	59
	167 मिन	0	00	76		1049 मिन	0	02	53
	14/11/2 मिन	0	04	30		1050 मिन	0	07	59
	14/20 मिन	0	10	12		1207 मिन	0	02	53
	14/21 मिन	0	10	12		1053 मिन	0	09	61
	21/1 मिन	0	08	35		1054 मिन	0	00	51
	28 मिन	0	01	77		1110 मिन	0	10	12
	21/10/2 मिन	0	05	31		1111 मिन	0	10	12
	26 मिन	0	02	02		1123 मिन	0	05	82
	29 मिन	0	02	02		1122 मिन	0	01	77
	60 मिन	0	01	26		1124 मिन	0	03	29
	168 मिन	0	00	25		1127 मिन	0	03	79
	21/28 मिन	0	00	51		1128 मिन	0	05	06
	21/11 मिन	0	09	11		1126 मिन	0	00	51
	21/20 मिन	0	10	12		1151 मिन	0	05	06
	21/21 मिन	0	10	12		1152 मिन	0	05	06
	32/1 मिन	0	10	12		1155 मिन	0	10	12
	32/10 मिन	0	10	12		1167 मिन	0	10	12
	32/11 मिन	0	02	28		1453 मिन	0	02	02
	32/12 मिन	0	01	01		1454 मिन	0	02	02
	72 मिन	0	01	52		1451 मिन	0	03	29
	195 मिन	0	00	51		1455 मिन	0	02	02
						1464 मिन	0	01	77
						1452 मिन	0	00	51
बड़ोदा हृदयस्त नं० 51	97 मिन	0	10	37		1462 मिन	0	03	79
	98 मिन	0	04	55		1463 मिन	0	05	06
	103 मिन	0	10	12		1467 मिन	0	05	82
	105 मिन	0	06	83		1001/1 मिन	0	00	51
	106 मिन	0	00	51					
	107 मिन	0	03	04	खेड़ी नर हृदयस्त नं० 42	298 मिन	0	06	83
	115 मिन	0	09	61		297 मिन	0	10	12
	116 मिन	0	00	51		296 मिन	0	10	12
	118 मिन	0	05	82		295 मिन	0	10	12
	88 मिन	0	02	02		316 मिन	0	01	26
	76 मिन	0	02	33		317 मिन	0	08	85
	67 मिन	0	09	61		318 मिन	0	03	29
	66 मिन	0	08	09		319 मिन	0	06	80
	64 मिन	0	02	02		325 मिन	0	10	12
	62 मिन	0	00	00		328 मिन	0	01	12
	63 मिन	0	06	83		332 मिन	0	01	12
	95 मिन	0	04	55		739 मिन	0	03	79
	623 मिन	0	00	76		772 मिन	0	07	08
	662 मिन	0	05	56		773 मिन	0	01	77

1	2	3	4	5	1	2	3	4	5
खेडी नर हृदयस्थल नं०	784 मिन	0	00	51	खेडी नर हृदयस्थल नं०	2879 मिन	0	06	83
42	774 मिन	0	07	59	42	2880 मिन	0	03	29
	783 मिन	0	02	53		2892 मिन	0	10	12
	775 मिन	0	07	59		3324 मिन	0	06	32
	782 मिन	0	02	53		3325 मिन	0	03	79
	781 मिन	0	02	53		3319 मिन	0	17	70
	780 मिन	0	07	59		1996 मिन	0	00	51
	869 मिन	0	07	08		3318 मिन	0	00	00
	868 मिन	0	03	04		3328 मिन	0	02	02
	870 मिन	0	06	32	पिपली हृदयस्थल नं० 46	794 मिन	0	06	32
	867 मिन	0	03	79		793 मिन	0	02	53
	883 मिन	0	00	51		792 मिन	0	03	79
	872 मिन	0	05	82		789 मिन	0	01	26
	866 मिन	0	04	30		790 मिन	0	00	51
	873 मिन	0	05	58		788 मिन	0	00	76
	865 मिन	0	04	55		788/1 मिन	0	01	77
	874 मिन	0	04	30		806 मिन	0	03	29
	864 मिन	0	05	82		807 मिन	0	04	55
	1348 मिन	0	02	53		805 मिन	0	02	02
	1349 मिन	0	07	59		808 मिन	0	10	12
	1354 मिन	0	00	76		809 मिन	0	03	79
	1353 मिन	0	09	36		916/211 मिन	0	02	53
	1360 मिन	0	10	12		818 मिन	0	03	79
	1362 मिन	0	10	12		817 मिन	0	10	62
	1363 मिन	0	10	12	ताढ़रपुर				
	1568 मिन	0	00	76	हृदयस्थल नं० 48	4/11 मिन	0	01	77
	2134 मिन	0	09	36		4/12 मिन	0	04	30
	2135 मिन	0	10	12		4/19 मिन	0	10	12
	2136 मिन	0	10	12		4/22 मिन	0	10	12
	2137 मिन	0	10	12		11/2 मिन	0	08	60
	2138 मिन	0	10	12		24 मिन	0	01	52
	2156 मिन	0	10	12		11/9 मिन	0	07	08
	2155 मिन	0	10	12		11/8 मिन	0	03	04
	2154 मिन	0	10	12		11/12 मिन	0	00	25
	2166 मिन	0	00	76		11/13 मिन	0	09	86
	2170 मिन	0	09	36		11/18 मिन	0	07	84
	2171 मिन	0	10	12		11/23 मिन	0	00	76
	2151 मिन	0	00	00		26 मिन	0	13	15
	2826 मिन	0	08	09		27 मिन	0	10	37
	2837 मिन	0	02	02		33 मिन	0	00	51
	2827 मिन	0	01	77		14/8 मिन	0	07	59
	2836 मिन	0	08	35		14/13 मिन	0	08	09
	2835 मिन	0	09	36		14/14 मिन	0	02	02
	2846 मिन	0	00	76		14/17 मिन	0	05	82
	2833 मिन	0	01	26		14/18 मिन	0	02	78
	2852 मिन	0	08	83	बड़ामो				
	2854 मिन	0	01	26	हृदयस्थल नं० 49	12/17 मिन	0	04	05
	2853 मिन	0	08	85		12/24 मिन	0	10	12
	2861 मिन	0	00	76		127 मिन	0	02	02
	2860 मिन	0	09	36		23/4 मिन	0	10	12
	2863 मिन	0	08	35		23/7 मिन	0	10	12
	2864 मिन	0	01	77		23/11 मिन	0	08	85
	2874 मिन	0	00	51		23/15 मिन	0	01	52
	2873 मिन	0	09	36					

1	2	3	4	5	1	2	3	4	5
जड़ामो					शाहपुर हवबस्त (आरी) —				
हवबस्त नं० 49	23/16 मिन	0	07	08	नं० 13	20/4 मिन	0	10	12
	23/17 मिन	0	03	04		20/7 मिन	0	10	12
	23/25 मिन	0	10	12		20/14 मिन	0	07	08
	24/5 मिन	0	10	12		20/15 मिन	0	03	04
	24/6 मिन	0	10	12		20/16 मिन	0	09	86
	24/15 मिन	0	10	12		20/17 मिन	0	00	25
	24/16 मिन	0	10	12		20/25/1 मिन	0	08	09
	25/25 मिन	0	08	09		127/ मिन	0	00	76
	25/21 मिन	0	02	02		410/ मिन	0	00	76
	35/1/1 मिन	0	00	76		29/5 मिन	0	07	33
	35/1/2 मिन	0	06	07		29/6 मिन	0	09	36
	35/10 मिन	0	10	12		29/15 मिन	0	09	11
	35/11 मिन	0	10	12		29/16 मिन	0	02	28
	35/20 मिन	0	10	12		379/ मिन	0	00	76
	35/21 मिन	0	10	12		28/11/1 मिन	0	00	51
	36/5 मिन	0	02	78		28/11/2 मिन	0	00	76
	42/1 मिन	0	06	07		28/20 मिन	0	07	59
	42/2 मिन	0	04	05		28/21 मिन	0	09	61
	42/9 मिन	0	04	05		129/ मिन	0	00	51
	42/8 मिन	0	01	52		49/1 मिन	0	10	12
	42/12 मिन	0	03	79		49/10 मिन	0	07	08
	42/13 मिन	0	06	58		354/ मिन	0	01	77
	42/18 मिन	0	09	86		49/11 मिन	0	11	63
	42/17 मिन	0	00	25		49/19/2 मिन	0	02	53
	42/23 मिन	0	00	76		49/20 मिन	0	07	59
	42/24 मिन	0	09	61		49/21 मिन	0	01	01
	52/4 मिन	0	07	59		49/22 मिन	0	08	85
	52/5 मिन	0	02	28		61/2 मिन	0	09	61
	52/6 मिन	0	10	12		140/ मिन	0	00	51
	52/15 मिन	0	09	36		61/9 मिन	0	10	12
	52/16 मिन	0	01	77		61/12 मिन	0	09	36
	124/ मिन	0	02	02		405/ मिन	0	00	76
	51/11 मिन	0	00	25		61/19 मिन	0	09	61
	51/20 मिन	0	06	07		61/18 मिन	0	00	51
	51/21/1 मिन	0	07	59		61/22 मिन	0	04	05
	51/21/2 मिन	0	02	53		61/23 मिन	0	06	07
	59/1 मिन	0	10	12		73/3 मिन	0	10	12
	51/10 मिन	0	10	12		73/8 मिन	0	05	08
	51/9 मिन	0	00	25		73/13 मिन	0	03	54
	59/11 मिन	0	02	78					
	59/12 मिन	0	01	01					
हुमदा					कलामपुरा हवबस्त	1/24 मिन	0	00	76
हवबस्त नं० 11	6/13 मिन	0	08	09	नं० 12	75/ मिन	0	01	01
	6/18 मिन	0	10	12		9/4 मिन	0	09	36
	6/23 मिन	0	10	12		9/7/2 मिन	0	10	13
	7/3 मिन	0	07	59		9/14/1 मिन	0	07	08
	7/4 मिन	0	02	53		9/14/2 मिन	0	03	04
	7/7 मिन	0	07	59		9/16/1 मिन	0	00	51
	7/8 मिन	0	02	53		9/17/1 मिन	0	09	36
	7/14 मिन	0	10	12		9/17/2 मिन	0	09	76
	7/17 मिन	0	04	30		9/24 मिन	0	03	79
						9/25 मिन	0	03	56
शाहपुर हवबस्त नं० 13	124/ मिन	0	00	51		183/ मिन	0	00	76
	5/24 मिन	0	00	25		12/4 मिन	0	00	00

1	2	3	4	5	1	2	3	4	5
कलामपुरा हृदयस्त	12/5/1 मिन	0	09	11	कालवा हृदयस्त नं० 11	59/6 मिन	0	10	12
नं० 12	43/ मिन	0	00	76	(जारी)	59/15 मिन	0	10	12
	12/6 मिन	0	11	63		59/16 मिन	0	10	12
	12/15/2 मिन	0	04	05		59/25 मिन	0	09	61
	12/15/1 मिन	0	01	52		60/21 मिन	0	00	25
	13/11/2 मिन	0	08	60		72/1/1 मिन	0	05	06
	13/20 मिन	0	07	59		72/10/1 मिन	0	01	01
	13/19/2 मिन	0	00	76		72/10/2 मिन	0	07	08
	13/19/1 मिन	0	00	25		72/11 मिन	0	10	12
	76/ मिन	0	00	51		72/20 मिन	0	10	12
	42/ मिन	0	00	51		72/21 मिन	0	10	12
	13/22 मिन	0	10	12		73/5/2 मिन	0	05	06
	20/2 मिन	0	10	12		73/6/1 मिन	0	00	25
	20/8 मिन	0	01	77		336/ मिन	0	01	77
	20/9 मिन	0	08	35		96/1/1 मिन	0	02	02
	20/12/1 मिन	0	00	76		96/1/2 मिन	0	05	82
	20/12/2 मिन	0	01	26		96/9 मिन	0	02	02
	20/13 मिन	0	08	35		96/10 मिन	0	08	09
	20/18/1 मिन	0	09	11		96/11 मिन	0	03	04
	20/18/2 मिन	0	01	01		96/12 मिन	0	07	08
	20/23 मिन	0	10	12		96/19 मिन	0	10	12
	26/3/1 मिन	0	04	05		96/22 मिन	0	10	12
	26/3/2 मिन	0	06	07		109/2 मिन	0	10	12
	26/7 मिन	0	00	25		109/7 मिन	0	10	12
	26/8 मिन	0	09	61		109/12 मिन	0	10	12
	26/13 मिन	0	02	53		109/18 मिन	0	01	77
	26/14 मिन	0	05	06		109/19 मिन	0	08	80
	26/17 मिन	0	10	12		109/23 मिन	0	06	58
	26/24 मिन	0	09	11		109/22 मिन	0	02	78
	82/ मिन	0	03	04		427/ मिन	0	00	51
कालवा हृदयस्त नं० 11	5/7 मिन	0	01	01		135/3 मिन	0	10	12
	5/14 मिन	0	10	12		135/8 मिन	0	10	12
	5/17 मिन	0	10	12		135/13 मिन	0	10	12
	5/24 मिन	0	06	58		135/18 मिन	0	10	12
	5/25 मिन	0	03	54		135/23 मिन	0	10	12
	28/4 मिन	0	00	76		146/3 मिन	0	08	09
	28/5 मिन	0	09	36		146/4 मिन	0	02	02
	28/6/2 मिन	0	09	86		146/7 मिन	0	08	35
	28/15/1 मिन	0	00	25		146/14 मिन	0	10	12
	28/15/2 मिन	0	07	33		146/8 मिन	0	02	02
	335 / मिन	0	03	29		146/17/1 मिन	0	02	78
	28/16 मिन	0	02	28		136/17/2 मिन	0	01	77
	28/17/1 मिन	0	06	83		146/24 मिन	0	10	12
	335/ मिन	0	00	76		171/4 मिन	0	10	12
	28/24/2 मिन	0	10	62		171/6 मिन	0	01	52
	36/4 मिन	0	10	12		171/7 मिन	0	07	33
	36/7/1 मिन	0	01	26		340/ मिन	0	01	01
	36/7/2 मिन	0	07	84		171/14/2 मिन	0	02	02
	577 / मिन	0	00	76		171/15 मिन	0	08	09
	36/14 मिन	0	09	36		171/16 मिन	0	10	12
	36/16 मिन	0	03	04		171/25 मिन	0	10	12
	36/17 मिन	0	07	08		181/11 मिन	0	01	01
	36/24 मिन	0	01	01		181/20 मिन	0	06	07
	36/25 मिन	0	08	60		181/21 मिन	0	09	61
	59/5 मिन	0	10	12		182/5 मिन	0	10	12

1	2	3	4	5	1	2	3	4	5
काछवा हृदयस्त नं० 11 (जारी)	182/6 मिन	0	10	12	जटपुरा हृदयस्त नं० 62 (जारी)	7/19 मिन	0	01	26
	182/25 मिन	0	00	00		7/23 मिन	0	10	12
	182/15 मिन	0	09	11		15/3 मिन	0	10	12
	182/16 मिन	0	04	05		15/8/2 मिन	0	03	29
	448/ मिन	0	00	51		15/13 मिन	0	09	61
	207/1 मिन	0	10	12		15/17 मिन	0	03	04
	207/10 मिन	0	10	12		15/18 मिन	0	07	08
	207/11 मिन	0	10	12		15/23 मिन	0	01	01
	207/20 मिन	0	10	12		15/24 मिन	0	08	35
	207/21 मिन	0	08	09		33/ मिन	0	00	76
	207/22 मिन	0	02	02		18/4 मिन	0	10	12
	219 1 मिन	0	02	53		18/7 मिन	0	09	11
	219/2 मिन	0	07	59					
	219/9 मिन	0	10	12	नरायणा	16/10 मिन	0	10	12
	219/12 मिन	0	10	12	हृदयस्त नं० 60	191/ मिन	0	00	51
	219/10 मिन	0	00	00		16/11 मिन	0	09	61
	209/19 मिन	0	10	12		16/20 मिन	0	10	12
	219/22 मिन	0	09	61		16/21 मिन	0	10	12
	449/ मिन	0	00	51		16/1 मिन	0	00	51
	243/2 मिन	0	09	86		20/1 मिन	0	10	12
	243/3/1 मिन	0	00	25		20/10 मिन	0	10	12
	343/8/2 मिन	0	05	06		20/11 मिन	0	10	12
	243/9 मिन	0	05	06		20 20/1 मिन	0	07	59
	459/ मिन	0	00	51		20/20/2 मिन	0	00	76
	243/13 मिन	0	09	61		149/ मिन	0	20	99
	243/18 मिन	0	10	12		20/21 मिन	0	10	12
	243/12 मिन	0	00	51		40/1 मिन	0	10	12
	243/23 मिन	0	10	12		40/10 मिन	0	10	12
	255/3 मिन	0	10	12		40/11 मिन	0	10	12
	255/8 मिन	0	10	12		40/20 मिन	0	10	12
	255/13/2 मिन	0	08	09		40/21 मिन	0	10	12
	255/14 मिन	0	01	01		47/10 मिन	0	08	60
	255/17/1 मिन	0	00	25		47/11 मिन	0	10	12
	255/17/2	0	06	07		47/20 मिन	0	09	61
	255/18 मिन	0	02	02		160/ मिन	0	01	52
	346/ मिन	0	01	77		197/ मिन	0	00	51
	255/24 मिन	0	08	85		47/21 मिन	0	10	12
जट पुरा	1/6 मिन	0	01	26		70/1 मिन	0	10	12
हृदयस्त नं० 62	2/10 मिन	0	07	59		70/10 मिन	0	10	12
	2/11 मिन	0	10	12		70/11/1 मिन	0	09	61
	2/20 मिन	0	10	12		198/ मिन	0	02	53
	2/21 मिन	0	10	12		70/20/2 मिन	0	04	05
	4/1 मिन	0	10	12		70/21/1 मिन	0	04	05
	4/9 मिन	0	01	77		72/1/1 मिन	0	06	58
	4/10 मिन	0	08	35		72/10/2 मिन	0	02	02
	4/11 मिन	0	02	53		232/ मिन	0	00	00
	4/12 मिन	0	07	59		72/11 मिन	0	02	53
	4/19 मिन	0	10	12		72/20 मिन	0	06	07
	4/22 मिन	0	10	12		72/21 मिन	0	07	59
	7/2 मिन	0	10	12		73/5 मिन	0	01	52
	7/9/1 मिन	0	04	55		73/6 मिन	0	02	02
	7/9/3 मिन	0	02	02		73/15 मिन	0	00	25
	7/12/2 मिन	0	07	08		73/16/1	0	00	25
	7/13 मिन	0	03	04		73/25/2 मिन	0	02	53
	7/18 मिन	0	09	11		94/5/2 मिन	0	02	02

1	2	3	4	5	1	2	3	4	5
नरायणा हृदयस्त नं० 60 (जारी)	94/6/1 मिन	0	02	02	पन्नाणा	54/21 मिन	0	10	12
	94/15/2 मिन	0	02	02	हृदयस्त नं० 48 (जारी)	63/1/1 मिन	0	03	04
	94/16/1 मिन	0	00	76		63/1/2 मिन	0	07	08
	94/16/2 मिन	0	01	01		63/10 मिन	0	10	12
	158/ मिन	0	01	77		63/11 मिन	0	09	36
	94/25/2 मिन	0	02	02		146/ मिन	0	00	76
	95/1 मिन	0	08	09		63/20 मिन	0	10	12
	95/10 मिन	0	08	09		63/21/1 मिन	0	10	12
	95/11 मिन	0	08	09		78/1 मिन	0	10	12
	95/20/1 मिन	0	03	29		78/10 मिन	0	10	12
	95/20/2 मिन	0	03	29		78/11/1 मिन	0	05	56
	95/21 मिन	0	08	09		121/ मिन	0	01	77
	96/1 मिन	0	06	83		78/11/2 मिन	0	02	78
	96/10 मिन	0	00	51		78/20 मिन	0	10	12
	97/5 मिन	0	02	02		78/21 मिन	0	10	12
	97/6 मिन	0	00	51		86/1 मिन	0	10	12
पन्नाणा	5/1 मिन	0	01	52		86/10 मिन	0	10	12
हृदयस्त नं० 48	5/10 मिन	0	10	12		86/11 मिन	0	10	12
	5/11 मिन	0	10	12		86/20 मिन	0	10	12
	5/20 मिन	0	10	12		86/21 मिन	0	10	12
	5/21 मिन	0	10	12		98/1 मिन	0	10	12
	8/1 मिन	0	10	12		98/10 मिन	0	10	12
	8/10 मिन	0	05	06		98/11 मिन	0	10	12
	8/26 मिन	0	05	06		98/20/1	0	01	52
	8/11 मिन	0	10	12		98/20/2	0	08	60
	8/20 मिन	0	10	12		98/21 मिन	0	10	12
	8/21 मिन	0	10	12		102/1/1 मिन	0	04	30
	17/1 मिन	0	00	76		102/1/2 मिन	0	05	56
	17/10 मिन	0	02	28					
	155/ मिन	0	00	76	तरावडी	10/20 मिन	0	02	53
	17/11 मिन	0	09	36	हृदयस्त नं० 47	102/21 मिन	0	10	12
	17/20 मिन	0	10	12		22/1 मिन	0	10	12
	17/21 मिन	0	10	12		22/10 मिन	0	10	12
	22/1 मिन	0	10	12		22/11 मिन	0	10	12
	22/10 मिन	0	10	12		22/20 मिन	0	10	12
	22/11 मिन	0	10	12		22/21 मिन	0	10	12
	22/20 मिन	0	10	12		25/1 मिन	0	10	12
	22/21 मिन	0	10	12		25/10 मिन	0	10	12
	33/1 मिन	0	10	12		25/11/1 मिन	0	04	55
	33/10 मिन	0	10	12		25/11/2 मिन	0	05	56
	33/11 मिन	0	10	12		25/20 मिन	0	10	12
	33/20/1 मिन	0	10	12		25/21/1 मिन	0	09	61
	33/21/2 मिन	0	10	12		41/1/1 मिन	0	02	02
	160/ मिन	0	00	51		41/1/2 मिन	0	07	08
	40/1 मिन	0	09	61		211/ मिन	0	01	26
	40/10/1 मिन	0	04	30		41/10/1 मिन	0	10	12
	40/10/2/2 मिन	0	02	28		41/11 मिन	0	10	12
	40/10/2/1 मिन	0	04	30		41/20/2 मिन	0	03	79
	40/11 मिन	0	06	07		41/20/1 मिन	0	05	06
	40/20 मिन	0	10	12		176/ मिन	0	01	52
	40/21 मिन	0	10	12		41/21 मिन	0	10	12
	54/1 मिन	0	10	12		44/1/1 मिन	0	05	31
	54/10 मिन	0	10	12		44/1/2 मिन	0	04	81
	54/11 मिन	0	10	12		44/10/1 मिन	0	07	08
	54/20 मिन	0	10	12		44/10/2 मिन	0	03	04

1	2	3	4	5	1	2	3	4	5
तरावडी	44/11/1 मिन	0	03	29	सैध पुर	46/20/1 मिन	0	04	30
हृदयस्त नं० 47	44/11/2 मिन	0	06	83	हृदयस्त नं० 42	46/20/2 मिन	0	05	82
(जारी)	44/20 मिन	0	10	12	(जारी)	46/21 मिन	0	09	36
	44/21 मिन	0	10	12		119 /मिन	0	00	76
	63/1 मिन	0	09	60		51/1 मिन	0	10	12
						51/10 मिन	0	10	12
मदीक पुर	4/1 मिन	0	09	86		51/11 मिन	0	10	12
हृदयस्त नं० 50	4/10/1 मिन	0	09	36		51/20 मिन	0	10	12
	4/10/2 मिन	0	00	76		51/21 मिन	0	09	61
	4/11/1 मिन	0	05	06		96/ मिन	0	00	51
	4/11/2 मिन	0	05	06		56/1 मिन	0	10	12
	4/20 मिन	0	07	59		56/10 मिन	0	06	58
घाज्जन थली	64/10 मिन	0	03	54	घास माजरा	3/17 मिन	0	05	56
हृदयस्त नं० 40	64/11 मिन	0	10	12	हृदयस्त नं० 42	3/24 मिन	0	05	06
	64/20/2 मिन	0	09	61		3/16 मिन	0	02	28
	142/ मिन	0	00	51		3/25 मिन	0	05	06
	64/21 मिन	0	10	12		8/4 मिन	0	03	04
	66/1 मिन	0	10	12		8/5 मिन	0	09	11
	66/10/1 मिन	0	08	60		8/6 मिन	0	02	02
	98/ मिन	0	02	78		8/7 मिन	0	00	25
	66/11/1 मिन	0	08	35		27/ मिन	0	02	53
	66/20 मिन	0	08	35					
	66/21 मिन	0	06	83	घास माजरा	8/15 मिन	0	09	86
	82/1 मिन	0	00	25	हृदयस्त नं० 42	8/16 मिन	0	10	12
सैध पुर	20/16 मिन	0	08	09		8/27 मिन	0	00	25
हृदयस्त नं० 41	20/25 मिन	0	10	12		8/25 मिन	0	08	35
	88/ मिन	0	01	26		26/ मिन	0	01	77
	28/5 मिन	0	10	12		10/5 मिन	0	10	12
	28/6 मिन	0	10	12		10/6 मिन	0	10	12
	28/15 मिन	0	10	12		10/15 मिन	0	09	61
	28/16 मिन	0	10	12		10/16 मिन	0	00	51
	28/25 मिन	0	10	12	रायपुर	126 मिन	0	05	82
	34/5 मिन	0	09	86	हृदयस्त नं० 44	10/127 मिन	0	03	29
	89/ मिन	0	01	26		10/128 मिन	0	06	83
	34/6/1 मिन	0	05	56		10/137 मिन	0	08	85
	72/ मिन	0	01	01		10/138 मिन	0	01	26
	34/6/2 मिन	0	01	77		10/142 मिन	0	10	12
	34/15 मिन	0	06	07		10/151 मिन	0	10	12
	90/ मिन	0	06	32		10/157 मिन	0	10	12
	33/11/2 मिन	0	01	77		10/357 मिन	0	10	12
	34/16 मिन	0	04	05		10/353 मिन	0	07	08
	34/25 मिन	0	02	02		10/352 मिन	0	10	12
	33/20 मिन	0	04	05		10/354 मिन	0	03	04
	33/21 मिन	0	06	07		10/349 मिन	0	10	12
	40/1 मिन	0	09	86		10/348 मिन	0	10	12
	39/5 मिन	0	00	25		10/378 मिन	0	10	12
	40/10 मिन	0	10	12		10/377 मिन	0	10	12
	40/20 मिन	0	10	12		10/376 मिन	0	10	12
	40/11/1 मिन	0	03	04		10/275 मिन	0	09	61
	40/11/2 मिन	0	07	08		10/396 मिन	0	00	51
	40/21 मिन	0	10	12		10/374 मिन	0	07	08
	46/1 मिन	0	10	12		10/512 मिन	0	01	26
	46/10/1 मिन	0	10	12		10/618 मिन	0	06	32
	46/11/1	0	10	12		10/617 मिन	0	03	79

1	2	3	4	5	1	2	3	4	5
रायपुर	10/621 मिन	0	04	30	बगरानी हवेली नं० 34	26/11 मिन	0	02	02
हवेली नं० 44	10/622 मिन	0	05	82	(जारी)	26/20 मिन	0	04	05
(जारी)	10/629 मिन	0	08	09		25/21 मिन	0	08	58
	10/630 मिन	0	02	02		27/6 मिन	0	08	60
	10/397 मिन	0	01	77		143/मिन	0	04	05
	10/633 मिन	0	00	51		27/16 मिन	0	05	06
	10/634 मिन	0	09	61		27/25 मिन	0	02	53
	10/641 मिन	0	10	12		31/5 मिन	0	00	51
	10/646 मिन	0	10	12		37/1 मिन	0	08	60
	10/654 मिन	0	10	12		37/10 मिन	0	10	12
	10/662 मिन	0	10	12		37/11 मिन	0	10	12
	10/669 मिन	0	10	12		37/20 मिन	0	10	12
	10/680 मिन	0	10	12		37/21 मिन	0	10	12
	10/687 मिन	0	10	12		40/1 मिन	0	10	12
	10/701 मिन	0	09	36		40/10 मिन	0	10	12
	10/648 मिन	0	00	76		40/11 मिन	0	09	61
	10/702 मिन	0	10	12	ममाना भाऊ	53/18 मिन	0	06	83
	10/703 मिन	0	10	12	हवेली नं० 30	53/23 मिन	0	10	12
	10/704 मिन	0	06	32		54/3 मिन	0	10	12
बगरानी	63/ मिन	0	04	81		54/8/1 मिन	0	04	81
हवेली नं० 34	5/4 मिन	0	00	25		54/7/1 मिन	0	00	51
	5/7 मिन	0	09	61		54/7/2 मिन	0	00	25
	5/14 मिन	0	10	12		54/8/2 मिन	0	00	51
	5/17 मिन	0	10	12		54/14 मिन	0	03	04
	5/24/1 मिन	0	06	83		73/24 मिन	0	03	04
	5/24/2 मिन	0	03	29		74/4 मिन	0	10	12
	11/4 मिन	0	09	86		74/7 मिन	0	10	12
	136/ मिन	0	00	25		74/14 मिन	0	10	12
	11/7 मिन	0	08	60		74/17 मिन	0	10	12
	11/6 मिन	0	00	51		74/24 मिन	0	10	12
	11/14 मिन	0	05	31		92/4 मिन	0	09	61
	11/15 मिन	0	01	01		92/7 मिन	0	00	25
	55/मिन	0	01	01	अमीन हवेली नं० 33	18/6 मिन	0	07	59
	11/17 मिन	0	02	53		18/15 मिन	0	10	12
	11/16 मिन	0	04	55		18/16 मिन	0	10	12
	64/मिन	0	04	55		18/25 मिन	0	10	12
	11/24 मिन	0	00	25		22/5 मिन	0	10	12
	11/25 मिन	0	08	09		22/6/2 मिन	0	00	25
	14/5 मिन	0	10	12		22/6/1 मिन	0	06	83
	14/6 मिन	0	10	12		700/मिन	0	01	01
	14/16 मिन	0	10	12		21/11 मिन	0	09	11
	14/15 मिन	0	05	06		21/20 मिन	0	10	12
	14/28 मिन	0	05	06		21/10/1 मिन	0	02	78
	14/25 मिन	0	10	12		21/10/2 मिन	0	00	25
	14/5 मिन	0	10	12		21/21 मिन	0	09	36
	14/6 मिन	0	10	12		702/ मिन	0	00	76
	14/15 मिन	0	10	12		43/1 मिन	0	10	12
	14/16 मिन	0	10	12		43/10 मिन	0	10	12
	14/25/1 मिन	0	03	54		43/11 मिन	0	09	61
	14/25/2 मिन	0	06	58		43/12 मिन	0	00	51
	27/5 मिन	0	07	33		43/19 मिन	0	05	06
	166/मिन	0	00	76		43/20 मिन	0	05	06
	57/मिन	0	01	77		43/21 मिन	0	00	25
	26/10 मिन	0	00	51		43/22 मिन	0	09	86

1	2	3	4	5
अमीन हदबस्त नं० 33	704/मिन	0	00	76
	46/2 मिन	0	09	36
	46/9 मिन	0	10	12
	46/12 मिन	0	10	12
	46/19 मिन	0	10	12
	46/22 मिन	0	07	59
	46/23 मिन	0	02	28
	81/3 मिन	0	07	59
	81/2 मिन	0	02	28
	81/8 मिन	0	10	12
	81/13 मिन	0	10	12
	81/18/1 मिन	0	04	05
	226/मिन	0	01	52
	81/18/2 मिन	0	04	30
	81/23 मिन	0	10	12
	83/3 मिन	0	10	12
	83/4 मिन	0	00	00
	83/7 मिन	0	04	05
	83/8 मिन	0	06	07
	83/13/2 मिन	0	01	01
	83/14 मिन	0	02	78
	83/13/1 मिन	0	00	76
	83/18 मिन	0	10	12
	83/23 मिन	0	10	12
	120/3 मिन	0	10	12
	120/8 मिन	0	10	12
	120/13 मिन	0	10	12
	120/18 मिन	0	03	57
	121/8/2 मिन	0	00	12
	121/13 मिन	0	06	58
	752/मिन	0	02	02
	121/17 मिन	0	03	57
	121/18 मिन	0	06	58
	121/23 मिन	0	03	57
	121/24 मिन	0	06	58
	156/3 मिन	0	00	51
	156/4 मिन	0	09	61
	156/7 मिन	0	10	12
	156/14 मिन	0	10	12
	156/17 मिन	0	10	12
	156/24 मिन	0	07	08
खाजा अहमद पुर	156/190 मिन	0	05	06
हदबस्त नं० 36	156/193 मिन	0	06	32
	156/191 मिन	0	02	02
	156/192 मिन	0	07	08
	156/282 मिन	0	00	76
	156/201 मिन	0	00	00
	156/200 मिन	0	10	12
	156/205 मिन	0	10	12
	156/210 मिन	0	10	12
	156/215 मिन	0	10	12
	156/220 मिन	0	10	12

1	2	3	4	5
खाजा अहमद पुर	156/225 मिन	0	06	32
हदबस्त नं० 36	156/859 मिन	0	06	32
	156/862 मिन	0	00	76
	156/857 मिन	0	11	89
	156/856 मिन	0	00	76
	156/849 मिन	0	05	56
	156/850 मिन	0	03	79
	156/846 मिन	0	00	76
	156/842 मिन	0	07	59
	156/843 मिन	0	02	53
	156/838 मिन	0	00	00
	156/939 मिन	0	10	12
	156/832 मिन	0	10	12
	156/829 मिन	0	10	12
	156/821 मिन	0	10	12
	156/819 मिन	0	00	76
	156/817 मिन	0	09	36
	156/809 मिन	0	10	12
	156/806 मिन	0	10	12
	156/799 मिन	0	10	12
	156/796 मिन	0	10	12
	156/789 मिन	0	09	61
	156/788 मिन	0	00	51
	156/787 मिन	0	03	04
	156/785 मिन	0	05	56
	156/786 मिन	0	01	77
	156/777 मिन	0	02	53
	156/778 मिन	0	04	30
	156/603 मिन	0	00	76
	156/775 मिन	0	01	26
	156/776 मिन	0	11	89
	156/773 मिन	0	08	09

[सं० 12020/15/80-प्र०]

किरण चड्ढा, अवर सचिव

MINISTRY OF PETROLEUM, CHEMICALS & FERTILIZER

(Department of Petroleum)

New Delhi, the 18th July, 1980

S.O. 2050.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from Mathura in Uttar Pradesh to Jullundur in Punjab pipelines should be laid by the Indian Oil Corporation Limited.

And whereas it appears that for the purpose of laying such pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto :

Now therefore, in exercise of the powers conferred by sub-Section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declare its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent

Authority, Indian Oil Corporation Limited, Mathura-Jullundur Pipeline New House, Kunjipura Road, Karnal (Haryana).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Tehsil : Karnal Distt : Karnal State : Haryana

Name of Village	Khasra No.	Area		
		H.	A.	SQ. M.
1	2	3	4	5
Babarpur H. No. 34	4/12 Min.	0	09	36
	4/19 Min.	0	10	12
	4/22 Min.	0	10	12
	9/2 Min.	0	10	12
	9/9/1 Min.	0	02	28
	9/9/2 Min.	0	07	84
	9/12 Min.	0	10	12
	9/19 Min.	0	10	12
	9/22 Min.	0	09	36
	107 Min.	0	00	76
	17/2 Min.	0	10	12
	17/9 Min.	0	10	12
	17/12 Min.	0	10	12
	17/19 Min.	0	06	07
	79/ Min.	0	00	76
Broli H. No. 33	4/19 Min.	0	05	31
	4/22 Min.	0	10	12
	106/ Min.	0	00	51
	10/2 Min.	0	09	61
	10/9 Min.	0	10	12
	10/12 Min.	0	10	12
	10/19 Min.	0	10	12
	106 Min.	0	00	51
	10/22 Min.	0	09	61
	15/2/1 Min.	0	02	78
	73 Min.	0	01	01
	15/2/2 Min.	0	06	32
	15/9 Min.	0	10	12
	15/12 Min.	0	00	76
Ganjbar H. No. 31	10/22 Min.	0	05	56
	70 Min.	0	00	51
	17/2 Min.	0	09	61
	17/9 Min.	0	10	12
	17/12 Min.	0	10	12
	17/19 Min.	0	03	79
	86 Min.	0	01	01
Kond H. No. 30	42/22 Min.	0	03	04
	69/2 Min.	0	10	12
	69/9 Min.	0	09	61
	162 Min.	0	00	51
	69/12/1 Min.	0	04	30
	69/12/2 Min.	0	05	82
	69/19 Min.	0	10	12
	69/22/2 Min.	0	05	31
	96 Min.	0	02	30
	69/22/1 Min.	0	02	53
	80/2 Min.	0	10	12
	80/9 Min.	0	10	12
	80/12/2 Min.	0	10	12
	80/19 Min.	0	10	12
	80/22 Min.	0	10	12
	106/2 Min.	0	10	12

1	2	3	4	5
Kond H. No. 30	106/9 Min.	0	10	12
	106/12 Min.	0	10	12
	106/19 Min.	0	10	12
	106/22 Min.	0	10	12
	119/2 Min.	0	10	12
	1003 Min.	0	00	76
	119/9 Min.	0	09	36
	119/12 Min.	0	10	12
	119/19 Min.	0	10	12
	119/22 Min.	0	04	55
Gudha H. No. 23	7/22 Min.	0	09	86
	17/2 Min.	0	10	12
	129/14 Min.	0	00	51
	17/9 Min.	0	09	61
	17/12 Min.	0	10	12
	17/19 Min.	0	10	12
	17/22/1 Min.	0	04	81
	17/22/2 Min.	0	05	31
	32/2/2 Min.	0	01	26
	32/2/1 Min.	0	08	60
	32/9/1 Min.	0	02	78
	32/9/2 Min.	0	07	33
	32/12/1 Min.	0	03	54
	32/12/2 Min.	0	01	26
	32/12/3 Min.	0	00	51
	32/12/4 Min.	0	00	51
	32/12/5 Min.	0	01	01
	12/12/6 Min.	0	03	29
	32/19/1 Min.	0	04	30
	32/19/2 Min.	0	01	01
	32/19/3 Min.	0	04	81
	160 Min.	0	00	76
	32/22 Min.	0	09	36
	43/2/1 Min.	0	03	29
	43/2/2 Min.	0	01	52
	43/2/5 Min.	0	03	54
	43/2/6 Min.	0	01	77
	43/9/1 Min.	0	09	61
	43/9/2 Min.	0	00	51
	43/12 Min.	0	10	12
	43/19/2 Min.	0	01	77
	142 Min.	0	02	28
	43/19/1 Min.	0	06	07
	43/22 Min.	0	10	12
	58/2 Min.	0	10	12
	129/15 Min.	0	00	51
	58/9 Min.	0	09	61
	58/12 Min.	0	10	12
	58/19/1 Min.	0	03	04
	58/19/2 Min.	0	05	82
	58/19/3 Min.	0	01	01
	58/22 Min.	0	10	12
	68/2 Min.	0	10	12
	68/9/2 Min.	0	01	52
	68/9/1 Min.	0	05	82
	68/12 Min.	0	10	12
	68/19 Min.	0	10	12
	68/22 Min.	0	10	12
	83/2 Min.	0	09	61
	129/16 Min.	0	00	51
	186 Min.	0	01	77

1	2	3	4	5
Gudha H. No. 23 —(Contd.)	83/9 Min	0	09	36
	83/12 Min	0	09	36
	83/19/2 Min	0	10	12
	83/22/1 Min	0	07	84
	83/22/2 Min	0	02	28
	89/2 Min	0	10	12
	89/9 Min	0	10	12
	89/12 Min	0	10	12
	79/19 Min	0	10	12
	89/22 Min	0	07	08
Sheikh Pura H. No. 22	89/371 Min	0	08	09
	89/370 Min	0	10	12
	89/375 Min	0	10	12
	89/378 Min	0	10	12
	89/384 Min	0	09	11
	89/383 Min	0	00	00
	89/1088 Min	0	03	04
	89/1099 Min	0	05	56
	89/1100 Min	0	02	53
	89/1106 Min	0	06	83
	89/1107 Min	0	03	29
	89/1105 Min	0	13	91
	89/1108 Min	0	00	76
	89/1112 Min	0	00	76
	89/1114 Min	0	04	55
	89/117 Min	0	10	12
	89/1118 Min	0	10	12
	89/1121 Min	0	10	12
	89/1122 Min	0	10	12
	89/1257 Min	0	03	29
	89/1258 Min	0	04	30
	89/1259 Min	0	02	02
	89/1260 Min	0	08	09
	89/1261 Min	0	02	02
	89/1265 Min	0	09	11
	89/1266 Min	0	01	77
	89/1421 Min	0	12	65
	89/1419 Min	0	06	32
	89/1420 Min	0	06	32
	89/1418 Min	0	01	77
	89/1395 Min	0	04	30
	89/1397 Min	0	03	04
	89/1396 Min	0	02	02
	89/1381 Min	0	06	32
	89/1382 Min	0	06	32
	89/1380 Min	0	05	06
	89/1383 Min	0	05	06
	89/1376 Min	0	05	06
	89/1377/1 Min	0	05	06
	89/1374/1 Min	0	05	56
	89/1374/2 Min	0	00	76
Malik Pur H. No. 28	89/1375 Min	0	06	32
	2/11 Min	0	00	25
	2/20 Min	0	04	55
	2/21 Min	0	10	12
	6/1 Min	0	10	12
	6/10 Min	0	10	12
	6/11 Min	0	10	12
	6/20 Min	0	10	12
	6/21 Min	0	10	12
	9/1 Min	0	09	61
	139/ Min	0	00	51
	9/9 Min	0	01	52

1	2	3	4	5
Malik Pur H. No. 28 —Contd.	9/10 Min	0	08	60
	9/11 Min	0	05	56
	9/12 Min	0	04	55
	9/19 Min	0	07	08
	9/20 Min	0	03	04
	9/21 Min	0	00	51
	9/22 Min	0	09	61
	16/2/2 Min	0	02	28
	117 Min	0	03	04
	16/2/1 Min	0	04	81
	16/9 Min	0	10	12
	16/12 Min	0	10	12
	16/19 Min	0	09	61
	141 Min	0	00	51
	16/22 Min	0	10	12
	20/2 Min	0	10	12
	20/9 Min	0	10	12
	20/12 Min	0	10	12
	20/19/1 Min	0	10	12
	20/22/2 Min	0	10	12
	31/2/2 Min	0	05	06
	31/2/1 Min	0	01	01
	31/3 Min	0	00	51
	31/9 Min	0	05	56
	119/ Min	0	05	06
	31/8 Min	0	02	53
	31/12 Min	0	03	54
	31/13/1 Min	0	06	58
	31/18/2 Min	0	09	11
	31/19/1 Min	0	01	01
	111/ Min	0	10	26
	31/23/1 Min	0	08	85
Malikpur H.No 28	38/3 Min	0	10	12
	38/8 Min	0	10	12
	38/13 Min	0	10	12
	38/18 Min	0	09	61
	153/ Min	0	00	51
	38/23 Min	0	10	12
	47/3 Min	0	10	12
	47/8 Min	0	10	12
	47/13 Min	0	10	12
	47/18 Min	0	10	12
	47/23 Min	0	10	12
	151/ Min	0	00	76
	59/3 Min	0	09	36
	59/8 Min	0	09	11
	59/13 Min	0	06	58
	59/14 Min	0	01	52
	59/17 Min	0	03	54
	59/18 Min	0	04	55
	59/23 Min	0	02	53
Phurlik H.No.21	59/24 Min	0	05	56
	144/Min	0	07	08
	149/ Min	0	00	51
	63/3 Min	0	00	51
	63/4 Min	0	09	11
	63/7 Min	0	10	12
	63/14 Min	0	10	12
	63/17 Min	0	10	12
	63/24 Min	0	10	12
	80/4 Min	0	09	11
	12/18 Min	0	06	07
	12/23/2 Min	0	10	12
	25/3/2 Min	0	10	12
	25/8 Min	0	09	86

1	2	3	4	5	1	2	3	4	5
Phurlik H.No.21	25/7 Min	0	00	25	Resean H.No. 10	5/16 Min	0	05	56
	25/13 Min	0	07	08		5/25/2 Min	0	01	26
	25/14 Min	0	03	04		11/1 Min	0	10	12
	25/17 Min	0	06	83		79/ Min	0	00	51
	25/18 Min	0	02	28		11/10 Min	0	09	61
	260/1 Min	0	00	76		11/11 Min	0	10	12
	25/24 Min	0	10	12		11/20 Min	0	10	12
	29/4 Min	0	10	12		11/21 Min	0	10	12
	29/7 Min	0	10	12		14/1 Min	0	09	36
	29/14 Min	0	10	12		14/2 Min	0	00	76
	29/17 Min	0	10	12		14/9 Min	0	04	55
	29/24 Min	0	10	12		14/10 Min	0	05	56
	46/4 Min	0	10	12		14/11 Min	0	00	76
	46/7 Min	0	10	12		14/12/2 Min	0	06	58
	46/14 Min	0	10	12		14/12/1 Min	0	02	78
	46/16/1 Min	0	00	25		14/19 Min	0	09	36
	46/17 Min	0	06	07		68/Min	0	00	76
	121/ Min	0	01	77		14/22 Min	0	10	12
	46/16/2 Min	0	00	76		21/2 Min	0	10	12
	46/24 Min	0	06	07		21/9/1 Min	0	01	77
	46/25 Min	0	05	06		21/9/2 Min	0	08	35
	51/4 Min	0	03	54		21/12 Min	0	10	12
	51/5 Min	0	06	58		21/18 Min	0	00	51
	51/6 Min	0	09	61		21/19 Min	0	09	61
	51/7 Min	0	00	51		12/22 Min	0	04	55
	51/15 Min	0	06	07		21/23 Min	0	05	56
	120/ Min	0	02	02		24/02 Min	0	00	76
	51/16 Min	0	12	14		24/3/1 Min	0	06	07
	51/25 Min	0	10	12		57/Min	0	02	28
	66/5 Min	0	10	12		24/3/2 Min	0	01	01
	66/6 Min	0	10	12		24/8 Min	0	10	12
	66/15 Min	0	10	12		24/13 Min	0	10	12
	66/16 Min	0	10	12		24/18 Min	0	04	05
	66/25 Min	0	10	12	B'jna H.No. 14	93/Min	0	00	51
	70/5 Min	0	10	12		188/Min	0	00	25
	70/6 Min	0	10	12		3/11 Min	0	02	02
	70/15/1 Min	0	01	01		3/12 Min	0	01	77
	70/15/2 Min	0	08	07		3/19 Min	0	05	56
	151/ Min	0	00	76		3/20/1 Min	0	04	55
	70/16 Min	0	09	11		3/21 Min	0	02	02
	70/25 Min	0	06	58		3/22 Min	0	03	04
	69/20 Min	0	00	51		10/1/2 Min	0	00	25
	69/21 Min	0	03	54		10/2 Min	0	09	86
	84/5 Min	0	04	05		10/9 Min	0	09	61
	84/6 Min	0	02	02		187/ Min	0	00	51
	84/15 Min	0	00	76		10/12 Min	0	10	12
	85/1 Min	0	06	07		10/19/2 Min	0	02	78
	85/10 Min	0	03	04		123/Min	0	02	53
	85/10 Min	0	03	04		10/19/1 Min	0	04	81
	85/11 Min	0	09	61		10/22 Min	0	10	12
	85/20/1 Min	0	03	54		18/2/1 Min	0	02	78
	110/ Min	0	01	77		18/2/2 Min	0	03	29
	85/20/2 Min	0	04	81		18/3 Min	0	04	30
	85/21 Min	0	10	12		18/8 Min	0	10	12
	86/1 Min	0	10	12		18/13 Min	0	09	11
	86/10 Min	0	10	12		18/14 Min	0	01	01
	86/11 Min	0	10	37		18/18 Min	0	00	00
						18/17 Min	0	10	12
Resean H.No.10	96/ Min	0	14	42		18/24 Min	0	09	36
	100/ Min	0	03	29		18/25 Min	0	00	25
	6/11/1 Min	0	00	25		113/Min	0	00	51
	6/20 Min	0	04	55		27/4 Min	0	01	77
	6/21 Min	0	08	60		27/5 Min	0	08	35
	5/15 Min	0	08	09		72/6 Min	0	10	12

1	2	3	4	5	1	2	3	4	5
Beja H.No. 14	27/15 Min	0	04	55	Samalka H.No.13	8/21 Min	0	08	09
	28/11 Min	0	05	82		69/Min	0	01	01
	28/20/1 Min	0	02	02		14/1 Min	0	09	11
	91/Min	0	01	25		14/10 Min	0	10	12
	28/20/2 Min	0	05	06		14/11/1 Min	0	05	06
	177/Min	0	00	51		167/Min	0	00	76
	28/19/2 Min	0	01	26		14/11/2 Min	0	04	30
	28/21/2 Min	0	04	55		14/20 Min	0	10	12
	101/ Min	0	04	30		14/21 Min	0	10	12
	142/Min	0	00	76		21/1 Min	0	08	35
	28/22 Min	0	00	51		28/Min	0	01	77
	38/2 Min	0	10	37		21/10/2 Min	0	05	31
	38/9 Min	0	10	12		26/Min	0	02	02
	38/12 Min	0	10	12		29/Min	0	02	02
	38/19 Min	0	08	09		60/Min	0	01	26
	38/18 Min	0	01	77		168/Min	0	00	25
	38/22 Min	0	03	54		21/28 Min	0	00	51
	38/23 Min	0	06	58		21/11 Min	0	09	11
	127/Min	0	00	51		21/20 Min	0	10	12
	51/3 Min	0	09	61		21/21 Min	0	10	12
	51/8 Min	0	10	12		32/1 Min	0	10	12
	51/13 Min	0	10	12		32/10 Min	0	10	12
	51/18 Min	0	10	12		32/11 Min	0	02	28
	51/23 Min	0	10	12		32/12 Min	0	01	01
	60/3 Min	0	10	12		72/Min	0	01	52
	60/8 Min	0	09	61		195/Min	0	00	51
	60/7 Min	0	00	51	Baroda H.No.51	97 Min	0	10	37
	60/13 Min	0	05	56		98 Min	0	04	55
	60/14 Min	0	04	55		103 Min	0	10	12
	149/Min	0	00	76		105 Min	0	06	83
	60/18 Min	0	00	25		106 Min	0	00	51
	60/17 Min	0	09	11		107 Min	0	03	04
	60/24 Min	0	10	12		115 Min	0	09	61
	72/4 Min	0	10	12		116 Min	0	00	51
	72/7 Min	0	10	12		118 Min	0	05	82
	72/14 Min	0	10	12		88 Min	0	02	02
	72/17 Min	0	10	12		76 Min	0	02	53
	72/24/2 Min	0	09	36		67 Min	0	09	61
	72/25 Min	0	00	76		66 Min	0	08	09
	77/4 Min	0	05	56		64 Min	0	02	02
	77/5 Min	0	04	55		62 Min	0	00	00
	77/6 Min	0	09	36		63 Min	0	06	83
	77/7 Min	0	00	76		95 Min	0	04	55
	77/15 Min	0	10	12		623 Min	0	00	76
	77/16 Min	0	10	12		662 Min	0	05	56
	77/25 Min	0	10	12		663 Min	0	04	55
	85/5 Min	0	02	02		1243 Min	0	14	42
						1241 Min	0	03	29
						1242 Min	0	06	83
						1240 Min	0	08	35
						1237 Min	0	01	77
						1239 Min	0	10	12
						1228 Min	0	04	30
						1227 Min	0	05	82
						1226 Min	0	10	12
						1217 Min	0	10	12
						1216 Min	0	07	59
						1049 Min	0	02	53
						1050 Min	0	07	59
						1207 Min	0	02	53
						1053 Min	0	09	61
						1054 Min	0	00	51
						1110 Min	0	10	12
Samalka H.No. 13	93/Min	0	00	51					
	3/16 Min	0	07	33					
	162/Min	0	00	76					
	3/25 Min	0	09	36					
	7/5/1 Min	0	01	77					
	68/Min	0	06	32					
	70/1 Min	0	01	26					
	7/6/1 Min	0	02	53					
	57/Min	0	01	52					
	7/6/2 Min	0	06	83					
	7/15 Min	0	07	59					
	7/16 Min	0	04	05					
	7/25 Min	0	02	02					
	8/11 Min	0	02	53					
	8/20 Min	0	06	07					

1	2	3	4	5	1	2	3	4	5
Baroda H. No. 51	1111 Min	0	10	12	Kheri Naru H.No.42	2137 Min	0	10	12
	1123 Min	0	05	82		2138 Min	0	10	12
	1122 Min	0	01	77		2156 Min	0	10	12
	1124 Min	0	03	29		2155 Min	0	10	12
	1127 Min	0	03	79		2154 Min	0	10	12
	1128 Min	0	05	06		2166 Min	0	00	76
	1126 Min	0	00	51		2170 Min	0	09	36
	1151 Min	0	05	06		2171 Min	0	10	12
	1152 Min	0	05	06		2151 Min	0	00	00
	1155 Min	0	10	12		2826 Min	0	08	09
	1167 Min	0	10	12		2837 Min	0	02	02
	1453 Min	0	02	02		2827 Min	0	01	77
	1454 Min	0	02	02		2836 Min	0	08	35
	1451 Min	0	03	29		2835 Min	0	09	36
	1455 Min	0	02	02		2846 Min	0	00	76
	1464 Min	0	01	77		2833 Min	0	01	26
	1452 Min	0	00	51		2852 Min	0	08	85
	1462 Min	0	03	79		2854 Min	0	01	26
	1463 Min	0	05	06		2853 Min	0	08	85
	1467 Min	0	05	82		2861 Min	0	00	76
	1001/1 Min	0	00	51		2860 Min	0	09	36
Kheri Naru H.No.42	298 Min	0	06	83	Pingli H.No.47	2863 Min	0	08	35
	297 Min	0	10	12		2864 Min	0	01	77
	296 Min	0	10	12		2874 Min	0	00	51
	295 Min	0	10	12		2873 Min	0	09	36
	316 Min	0	01	26		2879 Min	0	06	83
	317 Min	0	08	85		2800 Min	0	03	29
	318 Min	0	03	29		2892 Min	0	10	12
	319 Min	0	06	83		3324 Min	0	06	32
	325 Min	0	10	12		3325 Min	0	03	79
	328 Min	0	10	12		3319 Min	0	17	70
	332 Min	0	10	12		1996 Min	0	00	51
	739 Min	0	03	79		3318 Min	0	00	00
	772 Min	0	07	08		3328 Min	0	02	02
	773 Min	0	01	77	Thaher Pur H. No. 48	794 Min	0	06	32
	784 Min	0	00	51		793 Min	0	02	53
	774 Min	0	07	59		792 Min	0	03	79
	783 Min	0	02	53		789 Min	0	01	26
	775 Min	0	07	59		790 Min	0	00	51
	782 Min	0	02	53		788 Min	0	00	76
	781 Min	0	02	53		788/1 Min	0	01	77
	780 Min	0	07	59		806 Min	0	03	29
	869 Min	0	07	08		807 Min	0	04	55
	868 Min	0	03	04		805 Min	0	02	02
	870 Min	0	06	32		808 Min	0	10	12
	867 Min	0	03	79		809 Min	0	03	79
	883 Min	0	00	51		916/211 Min	0	02	53
	872 Min	0	05	82		818 Min	0	03	79
	866 Min	0	04	30		817 Min	0	10	62
	873 Min	0	05	56	Thaher Pur H. No. 48	4/11 Min	0	01	77
	865 Min	0	04	55		4/12 Min	0	04	30
	874 Min	0	04	30		4/19 Min	0	10	12
	864 Min	0	05	82		4/22 Min	0	10	12
	1348 Min	0	02	53		11/2 Min	0	08	60
	1349 Min	0	07	59		24 Min	0	01	52
	1354 Min	0	00	76		11/9 Min	0	07	08
	1353 Min	0	09	36		11/8 Min	0	03	04
	1360 Min	0	10	12		11/12 Min	0	00	25
	1362 Min	0	10	12		11/13 Min	0	09	86
	1363 Min	0	10	12		11/18 Min	0	07	84
	1568 Min	0	00	76		11/23 Min	0	00	76
	2134 Min	0	09	36		26 Min	0	13	15
	2135 Min	0	10	12		27 Min	0	10	37
	2136 Min	0	10	12					

1	2	3	4	5	1	2	3	4	5
Thaher Par	33 Min	0	00	51	Shahapur H. No. 13	124 Min	0	00	51
	14/8 Min	0	07	59		5/24 Min	0	00	25
	14/13 Min	0	08	09		20/4 Min	0	10	12
	14/14 Min	0	02	02		20/7 Min	0	10	12
	14/17 Min	0	05	82		20/14 Min	0	07	08
	14/18 Min	0	02	78		20/15 Min	0	03	04
Charaoo H. No. 49	12/17 Min	0	04	05		20/16 Min	0	09	86
	12/24 Min	0	10	12		20/17 Min	0	00	25
	127 Min	0	02	02		20/25/1 Min	0	08	09
	23/4 Min	0	10	12		127/ Min	0	00	76
	23/7 Min	0	10	12					
	23/14 Min	0	08	85		410 Min	0	00	76
	23/15 Min	0	01	52		29/5 Min	0	07	33
						29/6 Min	0	09	36
	23/16 Min	0	07	08		29/15 Min	0	09	11
	23/17 Min	0	03	04		29/16 Min	0	02	28
	23/25 Min	0	10	12		379 Min	0	00	76
	24/5 Min	0	10	12		28/11/1 Min	0	00	51
	24/6 Min	0	10	12		28/11/2 Min	0	00	76
	24/15 Min	0	10	12		28/20 Min	0	07	59
	24/16 Min	0	10	12		28/21 Min	0	09	61
	24/25 Min	0	08	09		129 Min	0	00	51
	25/21 Min	0	02	02		49/1 Min	0	10	12
	35/1/1 Min	0	00	76		49/10 Min	9	07	08
	35/1/2 Min	0	06	07		354 Min	0	01	77
	35/10 Min	0	10	12		49/11 Min	0	11	63
	35/11 Min	0	10	12		49/19/2 Min	0	02	53
	35/20 Min	0	10	12		49/20 Min	0	07	59
	35/21 Min	0	10	12		49/21 Min	0	01	01
	36/5 Min	0	02	78		49/22 Min	0	08	85
	42/1 Min	0	06	07		61/2 Min	0	09	61
	42/2 Min	0	04	05		140 Min	0	00	51
	42/9 Min	0	04	05		61/9 Min	0	10	12
	42/8 Min	0	01	52		61/12 Min	0	09	36
	42/12 Min	0	03	79		405 Min	0	00	76
	42/13 Min	0	06	58		61/19 Min	0	09	61
	42/18 Min	0	09	86		61/18 Min	0	00	51
	42/17 Min	0	00	25		61/22 Min	0	04	05
	42/23 Min	0	00	76		61/23 Min	0	06	07
	42/24 Min	0	09	61		73/3 Min	0	10	12
	52/4 Min	0	07	59		73/8 Min	0	05	06
	52/5 Min	0	02	28		73/13 Min	0	03	54
	52/6 Min	0	10	12					
	52/15 Min	0	09	36	Kalam Pura H. No. 12	1/24 Min	0	00	76
	52/16 Min	0	01	77		75 Min	0	01	01
	124 Min	0	02	02		9/4 Min	0	09	36
	51/11 Min	0	00	25		9/7/2 Min	0	10	12
	51/20 Min	0	06	07		9/14/1 Min	0	07	08
	51/21/1 Min	0	07	59		9/14/2 Min	0	03	04
	51/21/2 Min	0	02	53		9/16/1 Min	0	00	51
	59/1 Min	0	10	12		9/17/1 Min	0	09	36
	59/10 Min	0	10	12		9/17/2 Min	0	00	76
	59/9 Min	0	00	25		9/24 Min	0	03	79
	59/11 Min	0	02	78		9/25 Min	0	05	56
	59/12 Min	0	01	01		183 Min	0	00	76
Hemda H. No. 14	6/13 Min	0	08	09		12/4 Min	0	00	00
	6/18 Min	0	10	12		12/5/1 Min	0	09	11
	6/23 Min	0	10	12		43 Min	0	00	76
	7/3 Min	0	07	59		12/6 Min	0	11	63
	7/4 Min	0	02	53		12/15/2 Min	0	04	05
	7/7 Min	0	07	59		12/15/1 Min	0	01	52
	7/8 Min	0	02	53		13/11/2 Min	0	08	60
	7/14 Min	0	10	12		13/20 Min	0	07	59
	7/17 Min	0	04	30		13/19/2 Min	0	00	76

1	2	3	4	5	1	2	3	4	5
Kalam Pura	13/19/1 Min	0	00	25	Kacha	96/10 Min	0	08	09
[H. No. 12	76 Min	0	00	51	H. No. 11	96/11 Min	0	03	04
	42 Min	0	00	51		96/12 Min	0	07	08
	13/22 Min	0	10	12		96/19 Min	0	10	12
	20/2 Min	0	10	12		96/22 Min	0	10	12
	20/8 Min	0	01	77					
	20/9 Min	0	08	35		109/2 Min	0	10	12
	20/12/1 Min	0	00	76		109/7 Min	0	10	12
	20/12/2 Min	0	01	26		109/12 Min	0	10	12
	20/13 Min	0	08	35		109/18 Min	0	01	77
	20/18/1 Min	0	09	11		109/19 Min	0	08	60
	20/18/2 Min	0	01	01		109/23 Min	0	06	58
	20/23 Min	0	10	12		109/22 Min	0	02	78
	26/3/1 Min	0	04	05		427 Min	0	00	51
	26/3/2 Min	0	06	07		135/3 Min	0	10	12
	26/7 Min	0	00	25		135/8 Min	0	10	12
	26/8 Min	0	09	61		135/13 Min	0	10	12
	26/13 Min	0	02	53		135/18 Min	0	10	12
	26/14 Min	0	05	06		135/23 Min	0	10	12
	26/17 Min	0	10	12		146/3 Min	0	08	09
	26/24 Min	0	09	11		146/4 Min	0	02	02
	82 Min	0	03	04		146/7 Min	0	08	35
						146/14 Min	0	10	12
Kachwa	5/7 Min	0	01	01		146/8 Min	0	02	02
H. No. 11	5/14 Min	0	10	12		146/17/1 Min	0	02	78
	5/17 Min	0	10	12		146/17/2 Min	0	01	77
	5/24 Min	0	06	58		146/24 Min	0	10	12
	5/25 Min	0	03	54		171/4 Min	0	10	12
	28/4 Min	0	00	76		171/6 Min	0	01	52
	28/5 Min	0	09	36		171/7 Min	0	07	33
	28/6/2 Min	0	09	86		340 Min	0	01	01
	28/15/1 Min	0	00	25		171/14/2 Min	0	02	02
	28/15/2 Min	0	07	33		171/15 Min	0	08	09
	335 Min	0	03	29		171/16 Min	0	10	12
	28/16 Min	0	02	28		171/25 Min	0	10	12
	28/17/1 Min	0	06	83		181/11 Min	0	01	01
	355 Min	0	00	76		181/20 Min	0	06	07
	28/24/2 Min	0	10	62		181/21 Min	0	09	61
	36/4 Min	0	10	12		182/5 Min	0	10	12
	36/7/1 Min	0	01	26		182/6 Min	0	10	12
	36/7/2 Min	0	07	84		182/25 Min	0	00	00
	377 Min	0	00	76					
	36/14 Min	0	09	36		182/15 Min	0	09	11
	36/16 Min	0	03	04		182/16 Min	0	04	05
	36/17 Min	0	07	08		448/16 Min	0	00	51
	36/24 Min	0	01	01		207/1 Min	0	10	12
	36/25 Min	0	08	60		207/10 Min	0	10	12
	59/5 Min	0	10	12		207/11 Min	0	10	12
	59/6 Min	0	10	12		207/20 Min	0	10	12
	59/15 Min	0	10	12		207/21 Min	0	08	09
	59/16 Min	0	10	12		207/22 Min	0	02	02
	59/25 Min	0	09	61		219/1 Min	0	02	53
	60/21 Min	0	00	25		219/2 Min	0	07	59
	72/1/1 Min	0	05	06		219/9 Min	0	10	12
	72/10/1 Min	0	01	01		219/12 Min	0	10	12
	72/10/2 Min	0	07	08		219/10 Min	0	00	00
	72/11 Min	0	10	12		219/19 Min	0	10	12
	72/20 Min	0	10	12		219/22 Min	0	09	61
	72/21 Min	0	10	12		449 Min	0	00	51
	73/5/2 Min	0	05	06		243/2 Min	0	09	86
	73/6/1 Min	0	00	25		243/3/1 Min	0	00	25
	336 Min	0	01	77		243/8/2 Min	0	05	06
	96/1/1 Min	0	02	02		243/9 Min	0	05	06
	96/1/2 Min	0	05	82		459 Min	0	00	51
	96/9 Min	0	02	02		243/15 Min	0	09	61
						243/18 Min	0	10	12

1	2	3	4	5	1	2	3	4	5
	243/12 Min	0	00	51	Naraina	47/21 Min	0	10	12
	243/23 Min	0	10	12	H. No. 60	70/1 Min	0	10	12
	255/3 Min	0	10	12		70/10 Min	0	10	12
	255/8 Min	0	10	12		70/11/1 Min	0	09	61
	255/13/2 Min	0	08	09		198/Min	0	02	53
	255/14 Min	0	01	01		70/20/2 Min	0	04	05
	255/17/1 Min	0	00	25		70/21/1 Min	0	04	05
	255/17/2 Min	0	06	07					
	255/18 Min	0	02	02		72/1/1 Min	0	06	58
	346/ Min	0	01	77		72/10/2 Min	0	02	02
	255/24 Min	0	08	85		232/Min	0	00	00
Jet Pura	1/6 Min	0	01	26		72/11 Min	0	02	53
H. No. 62	2/10 Min	0	07	59		72/20 Min	0	06	07
	2/11 Min	0	10	12		72/21 Min	0	07	59
	2/20 Min	0	10	12		73/5 Min	0	01	52
	2/21 Min	0	10	12		73/6 Min	0	02	02
	4/1 Min	0	10	12		73/15 Min	0	00	25
	4/9 Min	0	01	77		73/16/1 Min	0	00	25
	4/10 Min	0	08	35		73/25/2 Min	0	02	53
	4/11 Min	0	02	53		94/5/2 Min	0	02	02
	4/12 Min	0	07	59		94/6/1 Min	0	02	02
	4/19 Min	0	10	12		94/15/2 Min	0	02	02
	4/22 Min	0	10	12		94/16/1 Min	0	00	76
	7/2 Min	0	10	12		94/16/2 Min	0	01	01
	7/9/1 Min	0	04	55		158 Min	0	01	77
	7/9/3 Min	0	02	02		94/25/2 Min	0	02	02
	7/12/2 Min	0	07	08		95/1 Min	0	08	09
	7/13 Min	0	03	04		95/10 Min	0	08	09
	7/18 Min	0	09	11		95/11 Min	0	08	09
	7/19 Min	0	01	26		95/20/1 Min	0	03	29
	7/23 Min	0	10	12		95/20/2 Min	0	03	29
	15/3 Min	0	10	12		95/21 Min	0	08	09
	15/8/2 Min	0	03	29		96/1 Min	0	06	83
	15/13 Min	0	09	61		96/10 Min	0	00	51
	15/17 Min	0	03	04		97/5 Min	0	02	02
	15/18 Min	0	07	08		97/6 Min	0	00	51
	15/23 Min	0	01	01	Pakhana	5/1 Min	0	01	52
	15/24 Min	0	08	35	H. No. 48	5/10 Min	0	10	12
	33 Min	0	00	76		5/11 Min	0	10	12
	18/4 Min	0	10	12					
	18/7 Min	0	09	11					
Naraina	16/10 Min	0	10	12	Pakhana	5/20 Min	0	10	12
H. No. 60	191/ Min	0	00	51	H. No. 8	5/21 Min	0	10	12
	16/11 Min	0	09	61		8/1 Min	0	10	12
	16/20 Min	0	10	12		8/10 Min	0	05	06
	16/21 Min	0	10	12		8/26 Min	0	05	06
	16/1 Min	0	00	51		8/11 Min	0	10	12
	20/1 Min	0	10	12		8/20 Min	0	10	12
	20/10 Min	0	10	12		8/21 Min	0	10	12
	20/11 Min	0	10	12		17/1 Min	0	00	76
	20/20/1 Min	0	07	59		17/10 Min	0	02	28
	20/20/2 Min	0	00	76		155 Min	0	00	76
	149 Min	0	20	99		17/11 Min	0	09	36
	20/21 Min	0	10	12		17/20 Min	0	10	12
	40/1 Min	0	10	12		17/21 Min	0	10	12
	40/10 Min	0	10	12		22/1 Min	0	10	12
	40/11 Min	0	10	12		22/10 Min	0	10	12
	40/20 Min	0	10	12		22/11 Min	0	10	12
	40/21 Min	0	10	12		22/20 Min	0	10	12
	47/10 Min	0	08	60		22/21 Min	0	10	12
	47/11 Min	0	10	12		33/1 Min	0	10	12
	47/20 Min	0	09	61		33/10 Min	0	10	12
	160/Min	0	01	52		33/11 Min	0	10	12
	197/Min	0	00	51		33/20/1 Min	0	10	12
						33/21/2 Min	0	10	12

1	2	3	4	5	1	2	3	4	5
Pakhana	160 Min	0	03	51	Tarawri	41/20/1 Min	0	05	06
H. No. 48	40/1 Min	0	09	61	H. No. 47	176 Min	0	01	52
	40/10/1 Min	0	04	30		41/21 Min	0	10	12
	40/10/2/2 Min	0	02	28		44/1/1 Min	0	05	31
	40/10/2/1 Min	0	04	30		44/1/2 Min	0	04	81
	40/11 Min	0	06	07		44/10/1 Min	0	07	08
	40/20 Min	0	10	12		44/10/2 Min	0	03	04
	40/21 Min	0	10	12		44/11/1 Min	0	03	29
	54/1 Min	0	10	12		44/11/2 Min	0	06	83
	54/10 Min	0	10	12		44/20 Min	0	10	12
	54/11 Min	0	10	12		44/21 Min	0	10	12
	54/20 Min	0	10	12		63/1 Min	0	08	60
	54/21 Min	0	10	12	Sdik Pur	4/1 Min	0	09	86
	63/1/1 Min	0	03	04	H. No. 50	4/10/1 Min	0	09	36
	63/1/2 Min	0	07	08		10/2 Min	0	00	26
	63/10 Min	0	10	12		4/11/1 Min	0	05	06
	63/11 Min	0	09	36		4/11/2 Min	0	05	06
	146 Min	0	00	76		4/20 Min	0	07	59
	63/20 Min	0	10	12	Anjen Thali H. No. 40	64/10 Min	0	03	54
	63/21/1 Min	0	10	12		64/11 Min	0	10	12
	78/1 Min	0	10	12		64/20/2 Min	0	09	61
	78/10 Min	0	10	12		142 Min	0	00	51
	78/11/1 Min	0	05	56		64/21 Min	0	10	12
	121 Min	0	01	77		66/1 Min	0	10	12
	78/11/2 Min	0	02	78		66/10/1 Min	0	08	60
	78/20 Min	0	10	12		98 Min	0	02	78
	78/21 Min	0	10	12		66/11/1 Min	0	08	35
	86/1 Min	0	10	12		66/20 Min	0	08	35
	86/10 Min	0	10	12		66/21 Min	0	06	83
	86/11 Min	0	10	12	Sedhpur H. No. 41	82/1 Min	0	00	25
	86/20 Min	0	10	12		20/16 Min	0	08	09
	86/21 Min	0	10	12		20/25 Min	0	10	12
	98/1 Min	0	10	12		88 Min	0	01	26
	98/10 Min	0	10	12		28/5 Min	0	10	12
	98/11 Min	0	10	12		28/6 Min	0	10	12
	98/20/1 Min	0	01	52		28/15 Min	0	10	12
	98/20/2 Min	0	08	60		28/16 Min	0	10	12
	98/21 Min	0	10	12		28/25 Min	0	10	12
						34/5 Min	0	09	86
	102/1/1 Min	0	04	30		89 Min	0	01	26
	102/1/2 Min	0	05	56		34/6/1 Min	0	05	56
						72/ Min	0	01	01
						34/6/2 Min	0	01	77
						34/15 Min	0	06	07
						90 Min	0	06	32
						33/11/2 Min	0	01	77
						34/16 Min	0	04	05
						34/25 Min	0	02	02
						33/20 Min	0	04	05
						33/21 Min	0	06	07
						40/1 Min	0	09	86
						39/5 Min	0	00	25
						40/10 Min	0	10	12
						40/20 Min	0	10	12
						40/11/2 Min	0	03	04
						40/11/2 Min	0	07	08
						40/21 Min	0	10	12
						46/1 Min	0	10	12
						46/10/1 Min	0	10	12
						46/11/1 Min	0	10	12
						46/20/1 Min	0	04	30
						46/20/2 Min	0	05	82
						46/21 Min	0	09	36
Tarawri H. No. 47	10/20 Min	0	02	53					
	10/21 Min	0	10	12					
	22/1 Min	0	10	12					
	22/10 Min	0	10	12					
	22/11 Min	0	10	12					
	22/20 Min	0	10	12					
	22/21 Min	0	10	12					
	25/1 Min	0	10	12					
	25/10 Min	0	10	12					
	25/11/1 Min	0	04	55					
	25/11/2 Min	0	05	56					
	25/20 Min	0	10	12					
	25/21/1 Min	0	09	61					
	41/1/1 Min	0	02	02					
	41/1/2 Min	0	07	08					
	211/ Min	0	01	26					
	41/10/1 Min	0	10	12					
	41/11 Min	0	10	12					
	41/20/2 Min	0	03	79					

1	2	3	4	5	1	2	3	4	5
	119/ Min	0	00	76	Raipu H. No. 44	10/669 Min	0	10	12
	51/1 Min	0	10	12		10/680 Min	0	10	12
	51/10 Min	0	10	12		10/687 Min	0	10	12
	51/11 Min	0	10	12		10/701 Min	0	09	36
	51/20 Min	0	10	12		10/648 Min	0	00	76
	51/21 Min	0	09	61		10/702 Min	0	10	12
	96 Min	0	00	51		10/703 Min	0	10	12
Sadpur H. No. 41	56/1 Min	0	10	12		10/704 Min	0	06	32
	56/10 Min	0	06	58					
Dharoo Majra H. No. 42	3/17 Min	0	05	56	Barani H. No. 34	63/ Min	0	04	81
	3/24 Min	0	05	56		5/4 Min	0	00	25
	3/16 Min	0	02	28		5/7 Min	0	09	61
	3/25 Min	0	05	06		5/14 Min	0	10	12
	8/4 Min	0	03	04		5/17 Min	0	10	12
	8/5 Min	0	09	11		5/24/1	0	06	83
	8/6 Min	0	02	02		5/24/2 Min	0	03	29
	8/7 Min	0	00	25		11/4 Min	0	09	86
	27/ Min	0	02	53		136/ Min	0	00	25
	8/15 Min	0	09	86		11/7 Min	0	08	60
	8/16 Min	0	10	12		11/6 Min	0	00	51
	8/27 Min	0	00	25		11/14 Min	0	05	31
	8/25 Min	0	08	35		11/15 Min	0	01	01
	26 Min	0	01	77		55/ Min	0	01	01
	10/5 Min	0	10	12		11/17 Min	0	02	53
	10/6 Min	0	10	12		11/16 Min	0	04	55
	10/15 Min	0	09	61		64 Min	0	04	55
	10/16 Min	0	00	51		11/24 Min	0	00	25
Rai Pur H. No. 44	126/ Min	0	05	82		11/25 Min	0	08	09
	10/127 Min	0	03	29		14/5 Min	0	10	12
	10/128 Min	0	06	83		14/6 Min	0	10	12
	10/137 Min	0	08	85		14/16 Min	0	10	12
	10/138 Min	0	01	26		14/15 Min	0	05	06
	10/142 Min	0	10	12		14/28 Min	0	05	06
	10/151 Min	0	10	12		14/25 Min	0	10	12
	10/157 Min	0	10	12		22/5 Min	0	10	12
	10/357 Min	0	10	12		22/6 Min	0	10	12
	10/353 Min	0	07	08		22/15 Min	0	10	12
	10/352 Min	0	10	12		22/16 Min	0	10	12
	10/354 Min	0	03	04		22/5/1 Min	0	03	54
Rai pur H. No. 44	10/349 Min	0	10	12		22/25/2 Min	0	06	58
	10/348 Min	0	10	12		27/5 Min	0	07	33
	10/378 Min	0	10	12					
	10/377 Min	0	10	12		166/Min	0	00	76
	10/376 Min	0	10	12		57/Min	0	01	77
	10/375 Min	0	09	61		26/10 Min	0	00	51
	10/396 Min	0	00	51		26/11 Min	0	02	02
	10/374 Min	0	07	08		26/20 Min	0	04	05
	10/512 Min	0	01	26		26/21 Min	0	06	58
	10/618 Min	0	06	32		27/26 Min	0	08	60
	10/317 Min	0	03	79		143/Min	0	04	05
	10/621 Min	0	04	30		27/16 Min	0	05	06
	10/622 Min	0	05	82		27/25 Min	0	02	53
	10/629 Min	0	08	09		36/5 Min	0	00	51
	10/630 Min	0	02	02		37/1 Min	0	08	60
	10/397 Min	0	01	77		37/10 Min	9	10	12
	10/633 Min	0	00	51		37/11 Min	0	10	12
	10/634 Min	0	09	61		37/20 Min	0	10	12
	10/641 Min	0	10	12		37/21 Min	0	10	12
	10/646 Min	0	10	12		40/1 Min	0	10	12
	10/654 Min	0	10	12		40/10 Min	0	10	12
	10/662 Min	0	10	12		40/11 Min	0	09	61

1	2	3	4	5	1	2	3	4	5
Samana Bahoo H. No. 30	53/18 Min	0	06	83	Amin H. No. 33	120/3 Min	0	10	12
	53/23 Min	0	10	12		120/8 Min	0	10	12
	54/3 Min	0	10	12		120/13 Min	0	10	12
	54/8/1 Min	0	04	81		120/18 Min	0	03	57
	54/7/1 Min	0	00	51		121/8/2 Min	0	00	12
	54/7/2 Min	0	00	25		121/13 Min	0	06	58
	54/8/2 Min	0	00	51		752 Min	0	02	02
	54/14 Min	0	03	04		121/17 Min	0	03	57
	73/24 Min	0	03	04		121/18 Min	0	06	58
	74/4 Min	0	10	12		121/23 Min	0	03	57
	74/7 Min	0	10	12		121/24 Min	0	06	58
	74/14 Min	0	10	12		156/3 Min	0	00	51
	74/17 Min	0	10	12		156/4 Min	0	09	61
	74/24 Min	0	10	12		156/7 Min	0	10	12
	92/4 Min	0	09	61		156/14 Min	0	10	12
	92/7 Min	0	00	25		156/17 Min	0	10	12
						156/24 Min	0	07	08
Amin H. No. 33	18/6 Min	0	07	59					
	18/15 Min	0	10	12					
	18/16 Min	0	10	12					
	18/25 Min	0	10	12	Khaja Ahmedpur H.No. 36	190 Min	0	05	06
	22/5 Min	0	10	12		193 Min	0	06	32
	22/6/2 Min	0	00	25		191 Min	0	02	02
	22/6/1 Min	0	06	83		192 Min	0	07	08
	700 Min	0	01	01		282 Min	0	00	76
	21/11 Min	0	09	11		201 Min	0	00	00
	21/20 Min	0	10	12		200 Min	0	10	12
	21/10/1 Min	0	02	78		205 Min	0	10	12
	21/10/2 Min	0	00	25		210 Min	0	10	12
	21/21 Min	0	09	36		215 Min	0	10	12
	702 Min	0	00	76		220 Min	0	10	12
	43/1 Min	0	10	12		225 Min	0	06	32
	43/10 Min	0	10	12		859 Min	0	06	32
	43/11 Min	0	09	61		862 Min	0	00	76
	43/12 Min	0	00	51		857 Min	0	11	89
	43/19 Min	0	05	06		856 Min	0	00	76
	43/20 Min	0	05	06		849 Min	0	05	56
	43/21 Min	0	00	25		850 Min	0	03	79
	43/22 Min	0	09	86		846 Min	0	00	76
	704 Min	0	00	76		842 Min	0	07	59
	46/2 Min	0	09	36		843 Min	0	02	53
	46/9 Min	0	10	12		838 Min	0	00	00
	46/12 Min	0	10	12		839 Min	0	10	12
	46/19 Min	0	10	12		832 Min	0	10	12
	46/22 Min	0	07	59		829 Min	0	10	12
	46/23 Min	0	02	28		821 Min	0	10	12
	81/3 Min	0	07	59		819 Min	0	00	76
	81/2 Min	0	02	28		817 Min	0	09	36
	81/8 Min	0	10	12		809 Min	0	10	12
	81/13 Min	0	10	12		806 Min	0	10	12
	81/18/1 Min	0	04	05		799 Min	0	10	12
	226 Min	0	01	52		796 Min	0	10	12
	81/18/2 Min	0	04	30		789 Min	0	09	61
	81/23 Min	0	10	12		788 Min	0	00	51

[No. 12020/15/80-Prod 1]

KIRAN CHADHA, Under Secy.

ऊर्जा, सिंचाई और कोयला मंत्रालय

(कोयला विभाग)

नई दिल्ली, 19 जुलाई, 1980

क्र० आ० 2051 - केन्द्रीय सरकार को यह प्रतीत होता है कि हमसे उपाखण्ड अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है,

अतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण कलक्टर, बर्दवान (पश्चिमी बंगाल) अथवा कोयला नियंत्रक का कार्यालय, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता या निदेशक (निगमित योजना और परियोजना), ईस्टर्न कोलफील्ड्स लिमिटेड, सैक्टोरिया, हाकशर दिशेरगढ़, जिला बर्दवान (पश्चिमी बंगाल) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितवद्ध कोई व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निविष्ट सभी तथ्यों, जाटों और अन्य दस्तावेजों को कोयला धारक क्षेत्र (अर्जन और विकास) नियम 1957 के नियम 5 द्वारा यथा अपेक्षित इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर निदेशक, (निगमित योजना और परियोजना) ईस्टर्न कोलफील्ड्स लिमिटेड, सैक्टोरिया, को भेजेगा।

अनुसूची

ब्लॉक XI

राजीव कोलफील्ड्स

आखेखण सं० आई० आर०/1905

तारीख 31-3-1980

(जिसमें पूर्वक्षण के लिए अधिसूचित भूमि दर्शाई गई है)

क्र० सं० मौजा (ग्राम)	थाना सं०	थाना	जिला	क्षेत्रफल (एकड़)	टिप्पणियां
1	2	3	4	5	6
1 उखरा	18	मोडाल	बर्दवान		भाग
2 बालीजुरी	16	फरीदपुर	"		"
3 निरणा	17	"	"		"
4 नवागानापुर	19	"	"		"
5 तिलावानी	20	"	"		पूरा
6 लौडोडा	21	"	"		"
7 चरलोदोहा	22	"	"		"
8 जमगागा	23	"	"		भाग
9 मधारागगा	24	"	"		"
10 बसिदा	31	"	"		"
11 श्यामपुर	32	"	"		"

1	2	3	4	5	6	7
12 झांजरा		33	फरीदपुर	बर्दवान		भाग
13 भद्रापुर		34	"	"		"
14 सरणी		35	"	"		"
15 केन्दुग्रा		36	"	"		"
16 इछापुर		50	"	"		"
17 भ्रमलोक		51	"	"		"
18 बगारी		52	"	"		"

कुल क्षेत्रफल 5,525.42 एकड़ (लगभग)

या 2,237.80 हेक्टर (लगभग)

सीमा वर्णन

क-ख-ग-घ रेखा मौजा उखरा और भ्रमलोक में से होकर जाती है और बिन्दु "घ" पर मिलती है।

घ-ङ रेखा मौजा बगारी और इछापुर में से होकर जाती है और बिन्दु "ङ" पर मिलती है।

ङ-च रेखा मौजा केन्दुग्रा तथा चापाबन्दी, सरणी तथा चापाबन्दी की साझी सीमा के साथ-साथ जाती है और बिन्दु "च" पर मिलती है।

च-छ-ज रेखा मौजा सरणी तथा बंसगागा की साझी सीमा के साथ-साथ और मौजा भद्रपुर में से होकर जाती है और बिन्दु "ज" पर मिलती है।

ज-झ-ट-ठ-ड रेखा मौजा झांजरा तथा भद्रपुर की साझी सीमा के भाग के साथ-साथ और मौजा भद्रपुर, झांजरा, श्यामपुर, बसिया तथा जमगागा में से होकर जाती है और बिन्दु "ड" पर मिलती है।

ड-ढ रेखा मौजा जमगागा तथा मधारागगा में से होकर जाती है और बिन्दु "ढ" पर मिलती है।

ढ-ण रेखा मौजा बालीपुर, निरणा तथा नवागानापुर में से होकर जाती है और बिन्दु "ण" पर मिलती है।

ण-त रेखा मौजा नवागानापुर तथा कोनारडीही की भाग साझी सीमा के साथ-साथ जाती है और बिन्दु "त" पर मिलती है।

त-थ-द-ध-न-प-फ रेखा मौजा नवागानापुर, झांजरा तथा सरणी में से होकर जाती है और बिन्दु "फ" पर मिलती है।

फ-श-भ रेखा मौजा सरणी, केन्दुग्रा, सरणी, इछापुर तथा भ्रमलोक में से होकर जाती है और बिन्दु "भ" पर मिलती है।

भ-म-क रेखा मौजा भ्रमलोक और उखरा में से होकर जाती है और आरम्भिक बिन्दु "क" पर मिलती है।

[सं० 19(21)/80-सी० एल०]

MINISTRY OF ENERGY, IRRIGATION AND COAL

(Department of Coal)

New Delhi, the 19th July, 1980

S.O. 2951—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed,

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification may be inspected in the office of the Collector, Burdwan (West Bengal) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the Director (Corporate Planning & Projects), Eastern Coalfields Limited, Sanctoria, Post Office-Dishergarh, District Burdwan (West Bengal).

Any person interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Director (Corporate Planning and Projects), Eastern Coalfields Limited, Sanctoria, within ninety days from the date of the publication of this notification in the Gazette of India, as required by rule 5 of the Coal Bearing Areas (Acquisition and Development) Rules, 1957.

SCHEDULE
BLOCK XI
RANIGANJ COALFIELDS

Drawing No. LR/1905

Dated : 31-3-1980

(showing lands notified for prospecting)

Sl. No.	Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in Acres	Remarks
1	2	3	4	5	6	7
1.	Ukhra	18	Onda	Burdwan		Part
2.	Balijuri	16	Faridpur	-do-		Part
3.	Sirsha	17	-do-	-do-		Part
4.	Nabaghanapur	19	-do-	-do-		Part
5.	Tilabani	20	-do-	-do-		Full
6.	Laudoha	21	-do-	-do-		Full
7.	Chaklaudoha	22	-do-	-do-		Full
8.	Jamgara	23	-do-	-do-		Part
9.	Madhaiganja	24	-do-	-do-		Part
10.	Bansia	31	-do-	-do-		Part
11.	Shyampur	32	-do-	-do-		Part
12.	Jhanjra	33	-do-	-do-		Part
13.	Bhadrapur	34	-do-	-do-		Part
14.	Sarpi	35	-do-	-do-		Part
15.	Kendua	36	-do-	-do-		Part
16.	Ichhapur	50	-do-	-do-		Part
17.	Amloka	51	-do-	-do-		Part
18.	Bangari	52	-do-	-do-		Part
Total Area :					5,525.42	acres
						(approximately)
or					2,237.80	hectares
						(approximately)

BOUNDARY DESCRIPTION

A-B-C-D	— Lines pass through mouzas Ukhra and Amloka and meet at point 'D'.
D-E	— Line passes through mouzas Bangari and Ichhapur and meets at point 'E'.
E-F	— Line passes along the common boundary of mouzas Kendua and Chapabandi Sarpi and Chapabandi and meets at point 'F'.
F-G-H	— Lines pass along the common boundary of mouzas Sarpi and Bangara and through mouza Bhadrapur and meet at point 'H'.
H-I-J-K-L-M	— Lines pass along the part common boundary of mouzas Jhanjra and Bhadrapur and pass through mouzas Bhadrapur Jhanjra, Shyampur, Bansia and Jamgara and meet at point 'M'.
M-N	— Line passes through mouzas Jamgara and Madhaiganja and meets at point 'N'.
N-O	— Line passes through mouzas Balijuri, Sirsha and Nabaghanapur and meets at point 'O'.
O-P	— Line passes along part common boundary of mouzas Nabaghanapur and Konardhi and meets at point 'P'.
P-Q-R-S-T-U-V	— Lines pass through mouzas Nabaghanapur, Jhanjra and Sarpi and meet at point 'V'.
V-W-X	— Lines pass through mouzas Sarpi, Kendua, Sarpi, Ichhapur and Amloka and meet at point 'X'.
X-Y-A	— Lines pass through mouzas Amloka and Ukhra and meet at the starting point 'A'.

क्र० आ० 2052—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाखण्ड अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है।

अतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1937 (1937 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखाक का निरीक्षण कलकत्ता, बर्दवान (पश्चिमी बंगाल) का कार्यालय अथवा कोयला नियंत्रक का 1, कार्यालय काउन्सिल हाउस स्ट्रीट, कलकत्ता में या निदेशक (निगमित योजना और परियोजना) ईस्टर्न कोलफील्ड्स लिमिटेड, सेक्टरिया, डाकघर विशेषगढ़, जिला बर्दवान (पश्चिमी बंगाल) में किया जा सकता है।

जैसी कि कोयला धारक क्षेत्र (अर्जन और विकास) नियम, 1957 में अवेष्टा की गई है, इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सर्वा नक्शों, खटों और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिन के भीतर निदेशक (निगमित योजना और परियोजना) ईस्टर्न कोलफील्ड्स लिमिटेड, सेक्टरिया को भेजे।

अनुसूची

ब्लॉक (XI) विस्तार

रानीगंज कोयला क्षेत्र

रेखाक सं० एल० आर०/1906,

तारीख 31-3-1980

(पूर्वोक्षण के लिए अधिसूचित भूमि बताने वाला)

क्र० सं० मौजा (ग्राम)	धाना संख्यांक	पुलिस/स्टेशन (धाना)	जिला	क्षेत्रफल एकड़ में	टिप्प-निर्वा
1	2	3	4	5	6 7
1. बेनेबन्धी	11	फरीदपुर	बर्दवान	—	भाग
2. बालीजुरी	16	यथोक्त	यथोक्त	—	भाग

1	2	3	4	5	6	7
3. सिरशा	17	फरीदपुर	बर्दवान	—	भाग	
4. नवधानापुर	19	यथोक्त	यथोक्त	—	भाग	
5. जमगरा	23	यथोक्त	यथोक्त	—	भाग	
6. महुईगंजा	24	यथोक्त	यथोक्त	—	भाग	
कुल क्षेत्रफल				2,100 एकड़	(लगभग)	
या				850 हेक्टर	(लगभग)	

सीमा वर्णन :

- क-1-ख-1 रेखा मौजा सिरशा और नकराकुंडा की सामान्य सीमा के साथ और मौजा नवधानापुर में से होकर जाती है और बिंदु "ख" पर मिलती है।
- ख-1-ग-1 रेखा मौजा नवधानापुर, सिरशा, बालीजुरी में से (जो अंशतः रानीगंज ब्लॉक XI की उत्तरी सीमा भी है) होकर जाती है और बिंदु "ग1" पर मिलती है।
- ग-1-घ-1 रेखा मौजा महुईगंजा और जमगरा (जो अंशतः रानीगंज ब्लॉक की पूर्वी सीमा भी है) में से होकर जाती है और बिंदु "घ1" पर मिलती है।
- घ-1-ङ-1 रेखा मौजा जमगरा में से होकर जाती है और बिंदु "ङ1" पर मिलती है।
- ङ-1-च-1 रेखा मौजा जमगरा, महुईगंजा, बेनेबन्धी और बालीजुरी में से होकर जाती है और बिंदु "च1" पर मिलती है।
- च-1-क-1 रेखा अंशतः मौजा बालीजुरी की उत्तरी सीमा और मौजा सिरशा की उत्तरी सीमा के साथ-साथ जाती है और आरंभिक बिंदु "क1" पर मिलती है।

[सं० 19(20)/80-सी० एल०]

श्रीमती के० सूब, निवेशक

S.O. 2052.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification may be inspected in the office of the Collector, Burdwan (West Bengal) or in the office of the Coal Contoller, 1, Council House Street, Calcutta or in the office of the Director (Corporate Planning & Projects), Eastern Coalfields Limited, Sanctoria, Post Office-Dishergah, District-Burdwan (West Bengal).

Any person interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Director (Corporate Planning and Projects), Eastern Coalfields Limited, Sanctoria, within ninety days from the date of the publication of this notification in the Gazette of India, as required by rule 5 of the Coal Bearing Areas (Acquisition and Development) Rules, 1957.

SCHEDULE

BLOCK XI EXTENSION RANIGANJ COALFIELD

Drawing No. LR/1906

Dated : 31-3-1980

(showing lands notified for prospecting)

Sl. No.	Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
1	2	3	4	5	6	7
1.	Benebandhi	11	Faridpur	Burdwan		Part
2.	Balijuri	16	-do-	-do-		Part
3.	Sirsha	17	-do-	-do-		Part

1	2	3	4	5	6	7
4. Nabaghanapur	.	19	Faridpur	Burdwan		Part
5. Jamgara	.	23	-do-	-do-		Part
6. Madhaiganja	.	24	-do-	-do-		Part
Total Area :					2, 100 acres (approximately)	
or					850 hectares (approximately)	

BOUNDARY DESCRIPTION :

- A1 — B1 — Line passes along the common boundary of mouzas Sirsha and Nakrakunda and through mouza Nabaghanapur and meet at point 'B1'.
- B1 — C1 — Line passes through mouzas Nabagbahapur, Sirsha, Balijuri (which is also the part northern boundary of Raniganj Block—XI) and meets at point 'C1'.
- C1 — D1 — Line passes through mouzas Madhaiganja and Jamgara (which is also the part eastern boundary of Raniganj Block XI) and meets at point 'D1'.
- D1 — E1 — Line passes through mouza Jamgara and meets at point 'E1'.
- E1 — F1 — Line passes through mouzas Jamgara, Madhaiganja, Bonebandhi and Balijuri and meets at point 'F1'.
- F1 — A1 — Line passes along the part northern boundary of mouzas Balijuri and northern boundary of mouzah Sirsha and meets at the starting point 'A1'.

[No. 19(20)/80—CL]

Smt. K. SOOD, Director

कृषि मंत्रालय

कृषि और सहकारिता विभाग

आदेश

नई दिल्ली, 21 अप्रैल, 1980

का० आ० 2053.—राष्ट्रपति, केन्द्रीय सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के नियम 9 के उपनियम (2) नियम 12 के उपनियम (2) के खण्ड (ख) और नियम 24 के उपनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निदेश करने हैं कि हम आदेश को अनुसूची के भाग 1, 2 और 3 के स्तंभ 1 में विनिर्दिष्ट साधारण केन्द्रीय सेवा समूह "ख" साधारण केन्द्रीय सेवा समूह "ग" और साधारण केन्द्रीय सेवा समूह "घ" के पदों की बाबत स्तंभ 2 में विनिर्दिष्ट प्राधिकारी नियुक्ति प्राधिकारी होंगे और स्तंभ 3 और 5 में विनिर्दिष्ट प्राधिकारी स्तंभ 4 में विनिर्दिष्ट शास्त्रियों की बाबत अनुशासन-प्राधिकारी और अपील प्राधिकारी होंगे।

अनुसूची

पद का विवरण	नियुक्ति प्राधिकारी	सी० पी० एम० (सी० पी० एण्ड ए०) नियम, 1965 के नियम 11 की शक्तियों अधिरोपित करने के लिए सक्षम प्राधिकारी और ये शास्त्रियों जो वह अधिरोपित कर सकता है
1	2	3
		प्राधिकारी
		शास्त्रियों
		4
		5
		टैक्टर प्रशिक्षण और परीक्षण केंद्र बुवनी तथा टैक्टर प्रशिक्षण केंद्र हिमालय
		भाग साधारण केन्द्रीय सेवा समूह "ख"
सभी पद	निदेशक	निवेशक
		(क) (I) से (IV) यदि आवश्यक हो तो (ख) V से (IX)
		सी० सी० एम० (सी० सी० एण्ड ए०)
		समीक्षणी प्रभाग के संयुक्त सचिव

1	2	3	4	5
			नियम, 1965 के नियम (14)(21) में उपदिष्ट बड़ी शास्ति अधिरो- पित करने के लिए कारवाई प्रारम्भ कर सकते हैं और उसके पश्चात् सर्वा शास्त्या अधिरोपित करने के लिए सक्षम प्राधिकारी को मामूल अतिरिक्त कर सकते हैं।	
सभी पद	निदेशक	भाग 2--साधारण केन्द्रीय सेवा समूह "ग" निदेशक सर्वा	महोदय प्रभाग के संयुक्त सचिव	
सभी पद	कार्यालय का प्रधान	भाग 3--साधारण केन्द्रीय सेवा समूह "ख" कार्यालय का प्रधान सभी	निदेशक [संख्या 10-34/79-मशी एस]) एच० एस० बिदी, प्रवर सचिव	

MINISTRY OF AGRICULTURE

(Department of Agri. & Coop)

ORDER

New Delhi, the 21st April, 1980

S.O. 2053.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12

and sub-rule (1) of rule 24 of the Central Services (Classification, Control and Appeal) Rules, 1965, the President hereby directs that in respect of the posts in the General Central Service Group 'B', General Central Service Group 'C' and the General Central Service Group 'D' specified in column 1 of Parts I, II & III of the Schedule to this order, the authorities specified in column 2 shall be the Appointing Authority and the authorities specified in columns 3 and 5 shall be the Disciplinary Authority and Appellate Authority respectively in regard to the penalties specified in column 4.

SCHEDULE

Description of Post	Appointing Authority	Authority competent to impose penalties and penalties which it may impose with reference to item numbers in Rule 11 of CCS (CC&A) Rules, 1965		Appellate Authority
		Authority	Penalties	
1	2	3	4	5
TRACTOR TRAINING AND TESTING STATION BUDNI & TRACTOR TRAINING CENTRE, HISSAR				
PART I—GENERAL CENTRAL SERVICES GROUP 'B'				
All posts	Director	Director	(a) (i) to (iv) (b) (v) to (ix)—Can initiate proceedings, if necessary even for imposing a major penalty and conduct the proceedings upto the stage indicated in Rule 14(21) of CCS (CC&A) Rules, 1965 and thereafter transfer the case to the authority competent to impose all penalties.	Joint Secretary in charge of My. Division.

1	2	3	4	5
PART II—GENERAL CENTRAL SERVICES GROUP 'C'				
All posts	Director	Director	All	Joint Secretary in charge of My. Division.
PART III—GENERAL CENTRAL SERVICES GROUP 'D'				
All posts	Head of office	Head of office	All	Director.

[No. 10-34/79-My.(S)]

H.L. BIRDI, Under Secy.

प्रार्थना पुनर्निर्माण मंत्रालय

नई दिल्ली, 11 जुलाई, 1980

का० प्र० 2054—रोटी के लिए गेहूं का घाटा (श्रेणीकरण और चिह्नांकन) नियम, 1979 का निम्नलिखित प्रारूप, जिसे केन्द्रीय सरकार का, कृषि उपज (श्रेणीकरण और चिह्नांकन) अधिनियम 1937 (1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, बनाने का प्रस्ताव है, उक्त धारा की अपेक्षानुसार उन सभी व्यक्तियों की जानकारी के लिए प्रकाशित किया जा रहा है जिनके उससे प्रभावित होने की सम्भावना है और सूचना दी जाती है कि उक्त प्रारूप पर इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से पैंतालीस दिन की समाप्ति पर या उसके पश्चात् विचार किया जाएगा।

उक्त प्रारूप की बाबत किसी व्यक्ति से इस प्रकार विनिर्दिष्ट अवधि के अवसान से पूर्व जो भी आपत्तियां या सुझाव प्राप्त होंगे, केन्द्रीय सरकार उन पर विचार करेगी।

प्रारूप नियम

- संक्षिप्त नाम, लागू होना और प्रारम्भ—(1) इन नियमों का नाम रोटी के लिए गेहूं का घाटा (श्रेणीकरण और चिह्नांकन) नियम, 1980 है।
(2) ये भारत में उत्पादित रोटी के लिए गेहूं के घाटे को लागू होंगे।
(3) ये—-----को प्रवृत्त होंगे।

- परिभाषाएं—इन नियमों में, जब तक संदर्भ से अन्यथा अपेक्षित न हो,—

(क) 'कृषि विपणन सलाहकार' से भारत सरकार का कृषि विपणन सलाहकार अभिप्रेत है ;

(ख) प्राधिकृत पैकर से ऐसा व्यक्ति या व्यक्तियों का निश्चय अभिप्रेत है जिससे रोटी के लिए गेहूं के घाटे के सम्बन्ध में, साधारण श्रेणीकरण और चिह्नांकन नियम, 1937 के नियम 3 के अधीन प्राधिकरण प्रमाणपत्र अनुवर्त किया गया है।

(ग) 'अनुसूची' से इन नियमों से उल्लेख अनुसूची अभिप्रेत है।

- श्रेणी नाम—रोटी के लिए गेहूं के घाटे की क्वालिटी उपदर्शित करने के लिए श्रेणी नाम, अनुसूची 1 के स्तम्भ 1 में यथाउपवर्णित होगा।

- क्वालिटी की परिभाषा—श्रेणी नाम द्वारा उपदर्शित क्वालिटी, अनुसूची 1 के स्तम्भ 2 से 12 तक में उक्त नाम के सामने यथाउपवर्णित होगी।

5. श्रेणी नाम चिह्न—श्रेणी नाम चिह्न कृषि विपणन सलाहकार द्वारा प्रदाय किया गया एक लेबल होगा जिसमें श्रेणी नाम और एक डिजाइन (जिसमें अनुसूची 2 में यथादर्शित चिह्न के सदृश ऐम्बार्क शब्द, भारत का मान चिह्न और Produce of India तथा 'भारतीय उत्पाद', शब्द तथा उदय होते हुए सूर्य का चिह्न होगा) होगा।

टिप्पणी—(1) कागज या कपड़े के बैग पर प्रयुक्त होने वाला श्रेणी नाम चिह्न, चिपकने वाले लेबल का बना होगा जिसमें श्रेणी नाम विनिर्दिष्ट होगा।

- बी-टिबल पटसन के बैग पर प्रयुक्त होने वाला श्रेणी नाम चिह्न आयातकार टाई-ब्रान लेबल होगा जिसमें श्रेणी नाम विनिर्दिष्ट होगा।

- चिह्नांकन की रीति—(1) श्रेणी नाम चिह्न, कृषि विपणन सलाहकार द्वारा अनुमोदित रीति में प्रत्येक आधान पर मजबूती से चिपकाया जाएगा।

(2) श्रेणी नाम चिह्न के अतिरिक्त, प्रत्येक आधान पर, स्पष्ट रूप से निम्नलिखित प्रविष्टियां चिह्नान्वित की जाएंगी, अर्थात् :—

(क) पैक करने की तारीख।

(ख) साट संख्या।

(ग) पैकट का नाम और पता, तथा

(घ) शुद्ध भार।

(3) प्राधिकृत पैकट कृषि विपणन सलाहकार के पूर्व अनुमोदन से आधान पर अपना निजी व्यापार चिह्न ऐसी रीति में चिह्नित कर सकेगा जैसी उक्त अधिकारी अनुमोदित करें, परन्तु यह तब जब कि निजी व्यापार चिह्न रोटी के लिए गेहूं के घाटे की ऐसी क्वालिटी या श्रेणी उपदर्शित न करें जो इन नियमों के अनुसार आधान पर चिपकाए गए श्रेणी नाम चिह्न द्वारा उपदर्शित क्वालिटी या श्रेणी से भिन्न है।

7. पैकिंग की रीति—(1) पैकिंग के लिए कागज, कपड़े, बी-टिबल पटसन या कृषि विपणन सलाहकार द्वारा अनुमोदित किसी अन्य पदार्थ से बने मजबूत साफ और शुष्क आधान का प्रयोग किया जाएगा।

- आधान कोटाणू आक्रमण या फफूंदी वृषण तथा अवांछनीय गन्ध से मुक्त होंगे।

(3) प्रत्येक आधान, कृषि विपणन सलाहकार द्वारा अनुमोदित रीति से मजबूती से बन्व किया जाएगा और उस पर सील लगाई जाएगी।

(4) प्रत्येक पैकेज में एक ही नाम श्रेणी का रोटी के लिए गेहूं का आटा होगी।

8. प्राधिकरण प्रमाणपत्र की विशेष शर्तें—साधारण श्रेणीकरण और चिह्नान्न नियम 1937 के नियम 4 में विनिर्दिष्ट शर्तों के अतिरिक्त, अनुसूची 3 में दी गई शर्तें, इन नियमों के प्रयोजन के लिए जारी किए जाने वाले प्रत्येक प्राधिकरण प्रमाणपत्र की शर्तें मानी जाएंगी।

अनुसूची 1

(नियम 3 और 4 देखिए)

रोटी के लिए गेहूं के आटे का श्रेणी नाम और क्वालिटी की परिभाषा

श्रेणी नाम	क्वालिटी की परिभाषा					
	विशेष लक्षण					
	द्रव्यमान के अनुसार प्रोटीन (एन० एक्स० ग्लूटेन 5.7) प्रतिशत (शुष्क आधार पर) न्यूनतम	द्रव्यमान के अनुसार कुल भस्म प्रतिशत (शुष्क आधार पर) अधिकतम	भस्म में अविलेय भस्म, प्रतिशत (शुष्क आधार पर) अधिकतम	90 प्रतिशत एस्कोहल में जल अवशोषण प्रतिशत न्यूनतम	एस्कोहली भस्मता (जैसे H_2SO_4) द्रव्यमान के अनुसार प्रतिशत अधिकतम	
1	2	3	4	5	6	7
मानक	8.0	11.0	0.5	0.05	0.1	60.0

मास्टोस प्रतिशत न्यूनतम	अवसादन मूल्य न्यूनतम	यूरिक भस्म मि० ग्रा० 100 ग्रा० अधिकतम	द्रव्यमान के अनुसार आर्द्रता प्रतिशत अधिकतम	साधारण लक्षण
8	9	10	11	12
2 से 3.5	30.0	10.0	13.0	1

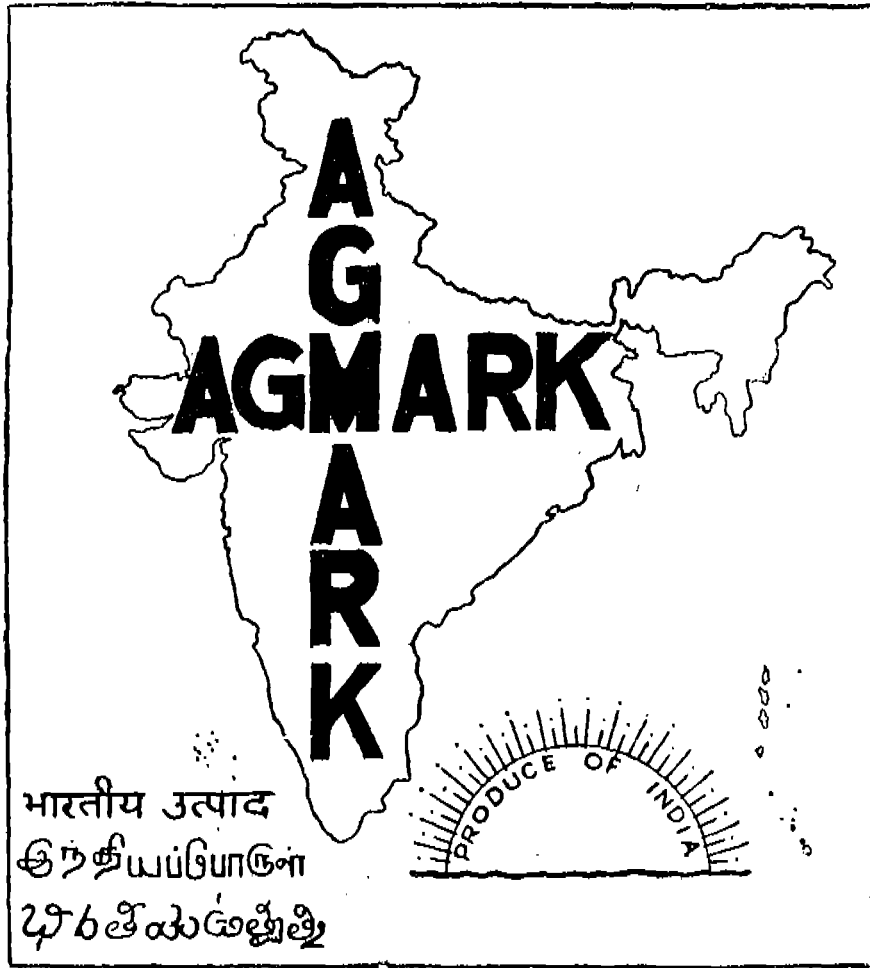
रोटी के लिए गेहूं का आटा—

- (1) ऐसा उत्पाद होगा जो रोलर आटा मिल और बोस्टिंग में साफ किए गए, कठोर या कोमल गेहूं या उसके संयोजनों के पेषण से प्राप्त किया गया हो।
- (2) सुप्रवाही छूने पर शुष्क तथा कीम रंग का होना।
- (3) मस्टो गन्ध से मुक्त, विकृत गन्धी स्वाद, कीटाणु और फफूंदी आक्रमण, कृष्य चोकर कण और किसी भी बाह्य पदार्थ से मुक्त होगा तथा अपने विशेष स्वाद वाला सुवास वाला होगा।
- (4) सारा पदार्थ माइक्रोन आई० एस० सीव से गुजरेंगा और सीव पर कोई अवशेष नहीं होगा।

अनुसूची 2

(नियम 5 देखें)

श्रेणी नाम चिह्न



अनुसूची 3

(नियम 8 देखें)

प्राधिकरण प्रमाणपत्र की विशेष शर्तें

(क) प्राधिकृत पैकट इस बाबत सभी पूर्वाधानियां बरतेगा कि भण्डारण और प्रक्रियण के दौरान रोटी के लिए गेहूं के आटे में अन्य घनाज न मिलने पाएँ।

(ख) प्राधिकृत पैकट रोटी के लिए गेहूं के आटे के परीक्षण के लिए ऐसी व्यवस्था का प्रबन्ध करेगा जैसी कृषि विपणन सलाहकार समय-समय पर अधिकथित करे, और प्राधिकृत पैकट नमूनों के विम्लेषण का उचित अभिलेख भी रखेगा।

(ग) नमूने लेने और विम्लेषण, आधानों पर सील लगाने और चिह्नीकरण करने, अभिलेखों के अनुरक्षण तथा विवरणियों, आदि के दिए जाने की रीति से सम्बन्धित ऐसे सभी अनुशेषों का, जो कृषि विपणन सलाहकार समय-समय पर जारी करे, कठोरता से पालन किया जाएगा।

(घ) रोटी के लिए गेहूं के आटे के प्रत्येक साठ से कृषि विपणन सलाहकार द्वारा अधिकथित रीति में लिया गया रोटी के लिए गेहूं के आटे का नमूना उस नियन्त्रण प्रयोगशाला को अर्पित किया जाएगा जिसे समय-समय पर निविष्ट किया जाए।

(ङ) प्राधिकृत पैकट, कृषि विपणन सलाहकार द्वारा इस निमित्त सम्यक रूप से प्राधिकृत निरीक्षण अधिकारियों को यथा आवश्यक ऐसी सभी सुविधाएं देगा जैसी नमूना लेने, परीक्षण करने और ऐसी ही अन्य बातों के लिए आवश्यक हों।

[काष्ठ संख्या 10-13/79-ए० एम०]

के० एल० गुप्ता, अवर सचिव

MINISTRY OF RURAL RECONSTRUCTION

New Delhi, the 11th July, 1980

S.O. 2954.—The following draft of the Bread Wheat Flour (Grading and Marking) Rules, 1980 which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), is hereby published, as required by the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the expiry of forty-five days from the date of publication of this notification in the Official Gazette.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the expiry of the period so specified will be considered by the Central Government.

DRAFT RULES

1. Short title, application and commencement.—(1) These rules may be called Bread Wheat Flour (Grading and Marking) Rules, 1980.

(2) They shall apply to Bread Wheat Flour produced in India.

(3) They shall come into force on.....

2. Definitions.—In these rules, unless the context otherwise requires,—

(a) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India;

(b) "Authorised packer" means a person or a body of persons who has been granted a certificate of authorisation under rule 3 of the General Grading and Marking Rules, 1937, in relation to Bread Wheat Flour.

(c) "Schedule" means a Schedule appended to these rules.

3. Grade designations.—The grade designation to indicate the quality of Bread Wheat Flour shall be as set out in column 1 of Schedule I.

4. Definition of quality.—The quality indicated by the grade designation shall be as set out against the said designation in columns 2 to 12 of Schedule I.

5. Grade designation mark.—The grade designation mark shall consist of a label supplied by the Agricultural Marketing Adviser specifying the grade designation and bearing a design (consisting of an outline map of India with the word "AGMARK" and the figure of the rising sun with the words 'Produce of India' and "भारतीय उत्पाद", resembling the mark set out in Schedule II.

Note.—(1) The grade designation mark to be used on paper or cloth bags shall consist of a paste-on label specifying the grade designation.

(2) The grade designation mark to be used on B-yaril jute bags shall consist of a rectangular tie-on label specifying the grade designation.

6. Method of marking.—(1) The grade designation mark shall be securely affixed to each container in a manner as approved by the Agricultural Marketing Adviser.

(2) In addition to the grade designation mark, each container shall be clearly marked with the following particulars, namely:—

- (a) date of packing,
- (b) lot number,
- (c) name and address of packer, and
- (d) net weight.

(3) An authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container in a manner approved by the said officer, provided the private trade mark does not represent quality or grade of the Bread Wheat Flour different from that indicated by the grade designation mark affixed on the container in accordance with these rules.

7. Method of packing.—(1) Only sound, clean and dry container made of paper, cloth, B-twill jute or any other material as may be approved by the Agricultural Marketing Adviser, shall be used for packing.

(2) The container shall be free from any insect infestation or fungus contamination and also free from any undesirable smell.

(3) Each container shall be securely closed and sealed in the manner approved by the Agricultural Marketing Adviser.

(4) Each package shall contain Bread Wheat Flour of the one grade designation only.

8. Special conditions of certificate of authorisation.—In addition to the conditions specified in rule 4 of the General Grading and Marking Rules, 1937, the conditions set out in Schedule III shall be the conditions of every certificate of authorisation issued for the purpose of these rules.

SCHEDULE I

(See Rules 3 and 4)

Grade designation and definition of quality of Bread Wheat Flour

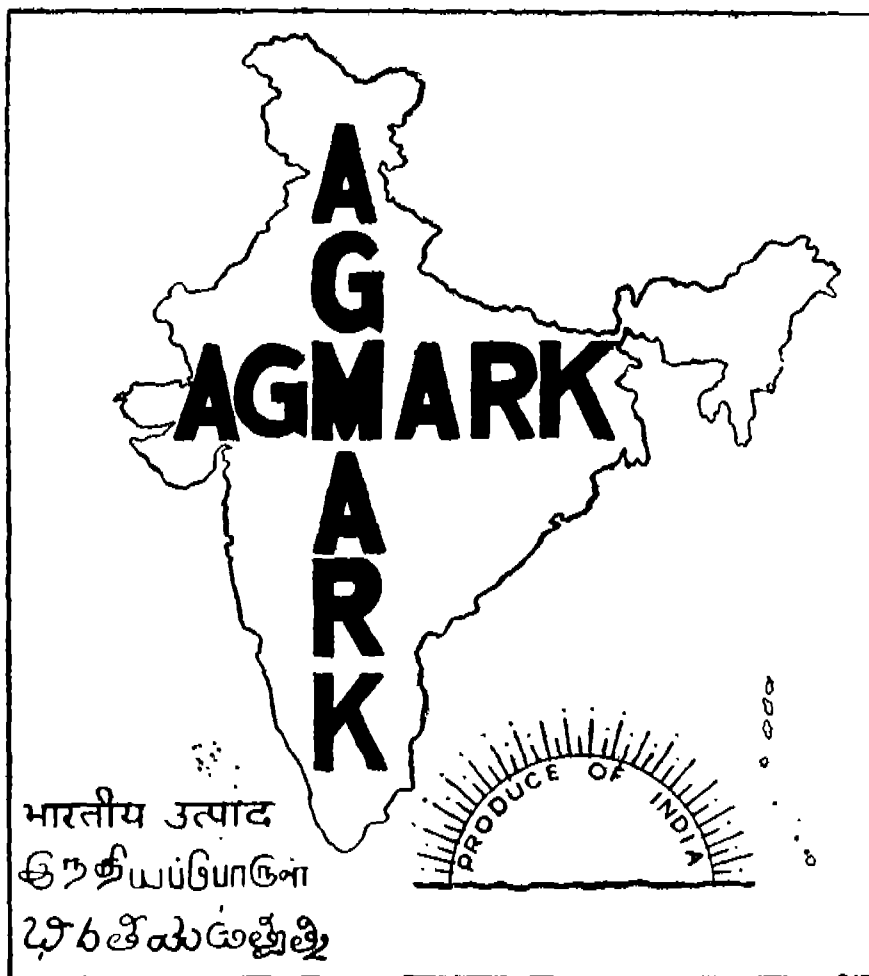
Grade designation		Definition of quality*				
		Special Characteristics				
	Gluten per cent by mass (on dry basis) Minimum	Protein (Nx5.7) per cent by mass (on dry basis) Minimum	Total as per cent by mass (on dry basis) Maximum	Acid insoluble ash, per cent by mass (on dry basis) Maximum	Alcoholic acidity (as H ₂ SO ₄) in 90 per cent alcohol (per cent by mass) Maximum	Water absorp- tion, per cent Minimum
1	2	3	4	5	6	7
Standard	8.0	11.0	0.5	0.5	0.1	60.0
Maltose per cent	Sedimentation value, Minimum	Uric acid mg./100 g. Maximum	Moisture per cent by mass Maximum	General characteristics.		
8	9	10	11	12		
2 to 3.5	30.0	10.0	13.0	Bread Wheat Flour shall : be the product obtained by milling cleaned, hard or soft wheats or blends thereof in a roller flour mill and bolting; be free flowing, dry to touch and creamy in colour; be free from musty flavour, rancid taste, insect and fungus attack, visible bran particle and any extraneous matter and have a characteristic taste and flavour; All the material shall pass through 180 Micron I.S. sieve and no residue be left on the sieve.		

*Adopted from ISI, 7464—1974.

SCHEDULE II

(See rule 5)

Grade designation mark



SCHEDULE III

(See rule 8)

Special conditions of certificate of authorisation.

(a) An authorised packer shall take all precautions to avoid admixture of other grains with the Bread Wheat Flour during storage and processing.

(b) An authorised packer shall make such arrangement for testing Bread Wheat Flour as may be laid down from time to time by the Agricultural Marketing Adviser and the authorised packer shall also maintain proper records of the analysis of samples.

(c) All instructions regarding the method of sampling and analysis, sealing and marking of containers, the maintenance of records and submission of returns, etc., which may be issued from time to time by the Agricultural Marketing Adviser, shall be strictly observed.

(d) A sample of Bread Wheat Flour drawn in a manner laid down by the Agricultural Marketing Adviser from each lot of Bread Wheat Flour shall be forwarded to such control laboratory as may be directed from time to time.

(e) An authorised packer shall provide all such facilities as may be necessary to the Inspecting Officers duly authorised by the Agricultural Marketing Adviser in this behalf, for sampling, testing and such other matters as may be necessary.

[No. 10-13/79-AM]

K. L. GUPTA, Under Secy.

नौवहन और परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 17 जुलाई, 1980

का० आ० 3055—केन्द्रीय सरकार, दीपघर अधिनियम, 1927 (1927 का 17) की धारा 4 की उपधारा (1) के अनुसरण में लोक सभा सदस्य श्री जैड० एम० कहांडोले को केन्द्रीय दीपघर सलाहकार समिति के सदस्य नियुक्त करती है और भारत सरकार के नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना संख्या का० आ० 3382 दिनांक 13 नवम्बर, 1978 में पुनः निम्नलिखित समोधन करती है, अर्थात् :—

उक्त अधिसूचना में, मद 15 और तत्संबंधी प्रविष्टि के स्थान पर निम्नलिखित रखा जाए, अर्थात् :—

“15, श्री जैड० एम० कहांडोले, सदस्य, लोक सभा।”

[का० संख्या एस डब्ल्यू/एस० एल० ई०-33/78]

बी० एम० शर्मा, प्रवर सचिव

MINISTRY OF SHIPPING AND TRANSPORT

(Shipping Wing)

New Delhi, the 17th July, 1980

S.O. 2055.—In pursuance of sub-section (1) of section 4 of the Lighthouse Act, 1927 (17 of 1927), the Central Government hereby appoints Shri Z. M. Khandole, Member of Lok Sabha, to be a member of the Central Advisory Committee, for Lighthouses and makes the following further amendments in the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 3782 dated the 13th November, 1978, namely:—

In the said notification, for item 15 and the entry relating thereto the following shall be substituted namely:—

"15. Shri Z. M. Khandole, Member Lok Sabha".

[File No. SW/LLE-33/78]

V. N. SHARMA, Under Secy.

असम संशालय**आदेश**

नई दिल्ली, 19 जून, 1980

क्र० आ० 2056—केन्द्रीय सरकार की राय है कि इससे उपायद्वारा अनुसूची में विनिर्दिष्ट विषय के बारे में भारत सरकार टकसाल, हैदराबाद के प्रबन्ध से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच जिनका प्रतिनिधित्व टकसाल कामिक संघ करता है विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री एम० श्री निबाम राव होंगे, जिनका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

1. "क्या भारत सरकार टकसाल, हैदराबाद के कर्मचारों की 1973-74 से 1976-77 की अवधि के लिए उत्पादित-बोनस की मांग इस तथ्य को ध्यान में रखते हुए कि मुम्बई टकसाल के कर्मचारों को इसी प्रकार का बोनस दिया गया था, न्यायोचित है ? यदि हाँ, तो कर्मकार किस अनुपात के हकदार हैं ?"
2. "क्या भारत सरकार टकसाल, हैदराबाद के कर्मचारों की धुलाई भत्ते की मांग न्यायोचित है ? यदि हाँ, तो उक्त कर्मकार किस अनुपात के हकदार हैं ?"

[सं० एन-42011(10)/79-डी-II (बी)]

MINISTRY OF LABOUR**ORDER**

New Delhi, the 19th June, 1980

S.O. 2056.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of India Government Mint, Hyderabad and their workmen represented by Tanksal Karmik Sangh in respect of the matters specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri M. Srinivasa Rao shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

1. "Whether the workmen of Government of India Mint, Hyderabad are justified in their demand for production-bonus for the period 1973-74 to 1976-77 when similar bonus was paid to workmen in the Bombay Mint ? If so, to what relief are the workmen entitled ?"
2. "Whether the demand of the workmen of Government of India Mint, Hyderabad for washing allowance is justified ? If so, to what relief are the said workmen entitled ?"

[No. L-42011(10)/79-D. II(B)]

New Delhi, the 16th July, 1980

S.O. 2057.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of the Rajasthan Atomic Power Projects, Kota and their workmen, which was received by the Central Government on the 10th July, 1980.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I.D. No. 43 of 1979

In re :

The Secretary, Rajasthan Anushakti Karamchari Union,
Post Office Rawatbhatta, Via-Kota (Rajasthan)

...Petitioner

Versus

The Chief Project Engineer, Rajasthan Atomic Power Project, P.O. Anushakti, Via-Kota (Rajasthan).

...Respondent.

AWARD

The Central Government as appropriate Government vide its order No. L-42012(19)/78-D.II(B) dated the 24th July, 1979 referred an Industrial Dispute under section 10 of the I.D. Act, 1947 in the following terms to this Tribunal :

"Whether the action of the management of Rajasthan Atomic Power Project, Anushakti, Vis-Kota, in imposing the penalty of reduction in grade from Tradesmen 'B' to Tradesmen 'A' to Shri N. K. Sharma, Tradesman 'B', is justified ? If no, to what relief is the workman entitled ?"

2. On receipt of the reference usual notices were issued to the parties for 30th August, 1979 but none appeared for the parties and fresh notices were ordered to be issued for 5th November, 1979 on which date again none appeared for the parties and fresh notices were issued for 17th December, 1979. Thereafter on 17th December, 1979 parties representatives appeared and a statement of claim was filed and the case was adjourned for written statement to 1st February, 1980 but on 1st February, 1980 none appeared for the parties and notices were ordered to be issued fresh for 28th February, 1980. On 28th Feb., 1980 none appeared for the workman side while Shri K. P. Tandon appeared for the Management side and written statement filed and the case was adjourned to 25th March, 1980. Thereafter three hearings have been held on 25th March, 1980, 31st March, 1980 and 23rd April, 1980 but none has been appearing for any of the parties. It appears that the parties are not interested in the prosecution of this reference. It is in these circumstances that I was con-

trained to reserve the award and accordingly in as much as there is no evidence in support of the contention of any of the parties and in as much as none is appearing for the parties a no dispute award is hereby made leaving the parties to bear their own costs.

Further Ordered

That requisite number of copies of the award may be sent to the appropriate Government for necessary action at their end.

Dated : the 12 h May, 1980.

MAHESH CHANDRA, Presiding Officer
[No. L-42012/(19)/78-D.II(B)]

New Delhi, the 17th July, 1980

S.O. 2058.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of the Rajasthan Atomic Power Project, Anushakti, Via-Kota and their workmen, which was received by the Central Government on the 10th July, 1980.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I.D. No. 46 of 1978

In re :

The Secretary, Rajasthan Anushakti Karamchhari Union,
P.O. Rawatbhatta, Via-Kota. ...Petitioner.

Versus

The Chief Project Engineer, Rajasthan Atomic Power
Project, Anushakti, Via-Kota. ...Respondent.

AWARD

The Central Government as appropriate Government vide its order No. L-42012(50)/77-D.II(B) dated the 26th April, 1979 referred an Industrial Dispute u/s 10 of the I.D. Act, 1947 to this Tribunal in the following terms :

'Whether the action of the management of the Rajasthan Atomic Power Project, Anushakti Via-Kota in imposing the penalty of reduction in the basic pay of Shri N. K. Sharma, Tradesman 'B' from the stage of Rs. 350.00 per month to the stage of Rs. 326.00 per month is justified? If not, to what relief is the said workman entitled?'

2. On receipt of the reference usual notices were sent to the parties for the 30th May, 1978 but none appeared on that date. Thereafter fresh notices were issued for the 18th July, 1978 but again none appeared for the parties on that date and fresh notices were ordered to be issued for 29th July, 1978. On which date Shri R. Shukla appeared for the workman side and filed a statement of claim but none appeared for the other side and fresh notices were issued to the other party to 29th July, 1979. Further more none appeared even for the workman side on that date and as such the cases were adjourned to 26th August, 1978 at Jaipur where none appeared for the workman and Rama Nand appeared for the Management side and filed written statement on behalf of the Management and the case was adjourned to 22nd September, 1978 for filing of replication which date was later changed to 21st October, 1978 at Jaipur on which date again none appeared for the workman side and Shri Rama Nand appeared for the Management side. In the interest of justice one last notice was issued to the workman side but strangely enough inspite of the notice on the 28th November, 1978 none appeared for the parties and the case was adjourned to 28th December, 1978 on which date parties representatives appeared and a replication was filed and the case was adjourned for documents to 18th January, 1979 on which date again workman side absented and the case was adjourned to 9th March, 1979 for which date again none appeared for the parties and the case was adjourned to 16th April on which date none appeared for the parties and the case was adjourned to 21st May, 1979.

2. On 21st May, 1979 Shri P. C. Jain appeared for the Management but none appeared for the workman side and in consequence I was constrained to proceed ex-parte against the workman side and the case was adjourned to 25th June, 1979 for ex-parte evidence on which date Shri M. K. Gupta appeared for the workman side apart from Shri P. C. Jain for the Management side and in view of the presence of the representatives of the workman and the case was adjourned to 13th July, 1979 at Jaipur and on that date the workman side was permitted to take part in the proceedings and the case was adjourned for final determination to 27th July, 1979 on which date Shri Prem Kishan, Advocate appeared for the workman side and requested for an adjournment as the workman was sick and the case was adjourned to 30th August. Thereafter none appeared for the parties and notices were issued to the parties for 17th December, 1979 on which date case was adjourned for evidence of the workman to 1st February, 1980. On 1st February, 1980 again both the parties absented and case had to be adjourned to 28th February, 1980, with the order that notices may be issued to the parties representatives afresh and on 28th February, 1980 only representative of the Management appeared and fresh notice was issued to the workman for 25th March, 1980 on which date neither the workman side nor the Management side appeared and the case was adjourned to 31st March, 1980. On 31st March, 1980 none appeared for the parties and notice afresh were issued for 23rd April, 1980. Unfortunately on 23rd April, 1980 none appeared for the parties and I was constrained to reserve the award.

3. It is in these circumstances that this award is being made. From the conduct of the parties that they are not interested for the prosecution of this reference. They have not proceeded beyond filing of the pleadings even though the case has been pending for about two years. It is futile in the circumstances to wait for the parties further and accordingly a no dispute award is hereby made leaving the parties to bear their own costs.

Further Ordered

Requisite number of copies of this award may be sent to the appropriate Government for necessary action at their end.

Dated, the 12th May, 1980.

MAHESH CHANDRA, Presiding Officer

[No. L-42012(50)/77-D.II(B)]

S. S. BHALLA, Desk Officer

नई दिल्ली, 8 जुलाई, 1980

का० खा० 2059.—मैमर्स हीरो साइक्लिस्ट प्राइवेट लिमिटेड, हीरो नगर, जी० टी० रोड, लुधियाना-141003, (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिनियम और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक अधिनियम या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा के अधीन जीवन बीमा के रूप में कायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सम्बद्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 सितम्बर, 1978 से और 31 अगस्त, 1981 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियां भेजेगा, ऐसे लेखा रक्खेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति से 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निविष्ट करे।

3. समूह बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति गया कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि या पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर स्कीम के अधीन संदेय रकम उस रकम से कम है जो उस कर्मचारी की वंश में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम का उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्ति होने वाले फायदे किसी रीति से कम हो जाते हैं, तो रद्द कर दी जायेगी।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द कर दी जायेगी।

11. यदि नियोजक प्रीमियम के संदाय, आदि में कोई व्यक्तिक्रम करना है, तो, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों के, जो वह छूट न दी जाने की दशा में उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन प्राप्ति वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशिनी/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक शापन

इस मामले में पूर्वापेक्षी प्रभाव से छूट देने आवश्यक हो गई है क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्रवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं. एम० 35014(13)/78-पी०एफ० ii]

एम० एम० सहस्रनामन, उप सचिव

New Delhi, the 8th July, 1980

S.O. 2059.—Whereas Messrs Hero Cycles Private Limited, Hero Nagar, G.T. Road, Ludhiana-141003 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts with effect from 1st September, 1978 and upto the 31st August, 1981, the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Punjab maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payments of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so

that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc, the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

Explanatory Memorandum

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S. 35014(13)/78-PF.II]
S. S. SAHASRANAMAN, Deputy Secy.

नई दिल्ली, 15 जुलाई, 1980

क्रा० आ० 2060.—केन्द्रीय सरकार का समाधान हो गया है कि लोकहित में ऐसा अपेक्षित है कि बैंक नोट प्रैस, देशान की सेवा को, जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची में निविष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवा घोषित किया जाना चाहिए,

अतः, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (क) के उपखण्ड (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त सेवा को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एन० 11017/12/79-डी० 1 (ए)]

एन० के० नारायणन,
अवर सचिव

New Delhi, the 15th July, 1980

S.O. 2060.—Whereas the Central Government is satisfied that the public interest requires that the service in the Bank Notes Press, Dewas, specified in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) should be declared

to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediate effect the said service to be a public utility service for the purposes of the said Act for a period of six months.

[No. S. 11017/12/79-D.I. A]
L. K. NARAYANAN, Under Secy.

S.O. 2061.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad, in their East Katras, Katras Choitodih and West Kailudih Collieries and their workmen, which was received by the Central Government on the 10th July, 1980.

BEFORE SHRI J. P. SINGH CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2), DHANBAD

Reference No. 55 of 1979

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947.

PARTIES :

In the matter of an industrial dispute between the employers in relation to the management of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad.

AND

Their Workmen

APPEARANCES :

On behalf of the employers : Shri S. S. Mukherjee Advocate, and Shri G. Prasad, Advocate.

On behalf of the workmen : Shri B. Lal, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, dated the 5th July, 1980

AWARD

This is a reference under Section 10 of the I.D. Act, 1947. The Central Government by its notification No. L-20012/9/74-LRII/D. III(A) dated 24th May, 1975 has referred his dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

- Whether the action of the management of East Katras colliery of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad, in dismissing Sarva Shri (1) Barhan Das, (2) Gangadin Pasi (3) Raja Ram Pasi, (4) Raghunandan Pasi, (5) Ram Lakhan Harijan, (6) Ram Chandra Koiri, (7) Satai Pasi, (8) Gaya Prasad Gareria, (9) Pujari Koiri, (10) Srinath Jaswara, (11) Tilakdhari Prasad and (12) Dhanraj Pasi from service with effect from the 21st December, 1972, is justified ? If not, to what relief are the concerned workmen entitled ?
- Whether the action of the management of Katras Choitodih colliery of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad in dismissing Sarva Shri (1) Hanwari Mistry-Sub/Station Attendant, (2) Kali Rout-Trammer (3) Mathura Das-Trammer (4) Gokul Nonia-Hookman (5) Mathura Saw-Coal Cutter (6) Gurudeo Rout, Trammer, (7) Bachu Bhuia-Trammer (8) Dhanai Jaiswara-Coal cutter and (9) Sarju Jaiswara-Coal Cutter from service with effect from 20th December, 1972, is justified ? If not, to what relief are the concerned workmen entitled ?

3. Whether the action of the management of West Kailudih colliery of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad in dismissing Sarva/Shri Kuldip Bhuia-Surface Trammer from service with effect from the 19th August, 1972 and Munshi Bhuia-Surface Trammer from service with effect from the 14th September, 1972, is justified? If not, to what relief are the concerned workmen entitled?

3. This reference was originally received in this Tribunal and registered on 5-6-75. On 4-4-77 it was transferred to the Central Govt. Industrial Tribunal (No. 3) Dhanbad and again re-transferred to this Tribunal on 7-7-79. The hearing of the case commenced thereafter and concluded.

3. The workmen concerned in this reference belong to different collieries of M/s. Bharat Coking Coal Ltd. and they were dismissed from service for separate acts of misconduct as covered by S. Nos. 1, 2 and 3 of the schedule. We will therefore discuss each item in this schedule separately.

4. So far as Sl. No. 1 is concerned there are 12 workmen of East Katras colliery and were dismissed w.e.f. 21-12-72. The question is if the dismissal is justified, and if not to what relief are the concerned workmen entitled. During the pendency of this reference these 12 workmen were reinstated in their original jobs as per settlement signed on 31-3-78. The period of their absence from 21-12-72 till the date of reinstatement was to be treated as leave without wages and each of them was to be paid a lump sum of Rs. 8,000/- towards full and final settlement of their claim for the period of their idleness. Their period of service was to be treated as continuous for the purpose of gratuity. Both the parties agreed that the terms of settlement were fair and reasonable. Before me the representative of the workmen has submitted that the settlement is beneficial to the workmen. I, therefore, accept the settlement and this part of the reference contained in Sl. No. 1 of the schedule is concluded in terms of the settlement arrived at between the parties. The settlement is made part of the award.

5. In Sl. No. 2 of the schedule there are 9 workmen belonging to Katras-Choitodih colliery of Messrs Bharat Coking Coal Ltd. They were dismissed from service w.e.f. 20-12-1972. At the instance of the parties a preliminary hearing was given by this court on the question as to whether the domestic enquiry was fair and proper by order dated 2-9-77. The domestic enquiry against the workmen were held to be not fair and proper. Thereafter the management of Bharat Coking Coal Ltd. led evidence to show that the dismissal was justified. Now we have to consider the evidence adduced in this case.

6. The charge-sheets against these 9 workmen are Exts. M7 and M7/1 to M7/8. The facts disclosed in each charge-sheet are that on 3-7-72 at about 9.30 A.M. these workmen in a mob of about 200 persons armed with lathi, bhala and other deadly weapons wrongfully assembled at the Group office compound and started shouting slogans in filthy languages and demanded talks with the Agent, Manager and Personnel Officer of the colliery. These officers were then discussing some urgent matter in the group office and they came out on the verandah and discussed with the mob. But these workmen pounced upon them, assaulted them and manhandled them. These officers somehow managed to escape and took shelter in the office room. The mob then threw stones and brick-bats on the Agent office and damaged the doors and windows of the office. The officers were gheraoed (wrongfully confined) for about 4 hours. The work of the office had remained suspended for about 5 hours due to this action of the mob. These facts are disclosed in the charge-sheets. Ext. M7/1 to M7/8. In the charge-sheet issued against Shri Gokul Prasad Nonia, Ext. M7 it was mentioned that he was seen throwing stone in the group office and the manager's office as a result of which glasses of windows were broken paralysing the entire work of the group office for about five hours. He was also charged for threatening to kill the officers. All the charges were under para 18(I)(c), (i), (q) and (r) of the company's certified standing order.

7. The manner of occurrence was disclosed in the report dated 3-7-72 of the manager, Katras-Choitodih colliery to the Officer-in-Charge Katras Police Station on the basis of

which formal FIR was drawn up on the same day at 2 P.M. Since we will have to refer to this FIR (Ext.W.2) in order to discuss subsequently, I would like to reproduce below the contents of the report by the manager of the colliery to the police:—

To

The Officer-in-charge,
Katras Police Station,
Katrasgarh, Dhanbad.

Dt. 3rd July, 1972.

Dear Sir,

Today about 9.30 A.M. Shri Seo Sagar Singh, Secretary, Katras Choitodih colliery came with a procession of about 200 (Two hundred) workers in my office. Among them some persons were carrying lathi and other deadly weapons. At that time I was discussing about some mine matters with the Agent in his office. Shri Seo Sagar Singh brought the procession in the group office. They were all shouting slogans and using filthy languages (sare and etc.) to us. Agent, Dr. S. K. Ghosh and myself sent out peon to call Shri Seo Sagar Singh. Shri Seo Sagar Singh came and asked from us about bonus payment and Yule Pit make up wages. We told that Yule Pit make up wages has been signed and workers can go and take their payment from the colliery counter. Shri Seo Sagar Singh told me and my Agent to come out of the office and talk with the labourers personally. We went out in good faith and started discussion on the above subject with the union secretary in presence of the mob. The mob was very angry and they were demanding that the Personnel Officer should also come out from his office. I called Personnel Officer, Shri M. P. Dubey. He came out and was also standing outside the office with us. In the meantime, Shri Seo Sagar Singh, union secretary, went outside and he talked with some workers confidentially. As soon as the secretary finished his talk with those workers and he came nearer the mob became violent and started pushing us towards the ground. Shri M. P. Dubey, Personnel Officer was being dragged by S/S Gokul Prasad Nonia and Banbari Mistry (Lohar). He anyhow managed to run to his office.

In the meantime Shri Gurudeo Rout, Dhanai Jaishwara and Ganga Sagar Singh caught my hip from back and also charged lathi on me. I was anyhow saved by group office staff, Shri M. Hassan and others and I took shelter in a room.

After that they started throwing brick-bat on the doors and windows of the group office and the man handling the Agent who was standing outside with the union secretary they also charged lathi on him. In the process of man-handling his clothes were torn up. They went to my office and smashed the window glass and doors of the office. The persons who took leading part and exciting the mob were namely:

1. S/S Seo Sagar Singh
2. Gurudeo Rout
3. Dhanai Jaishwara
4. Mathura Sao
5. Gokhul Nonia
6. Kali Rout
7. Mathura Bhuia
8. Bachu Bhuina
9. Ganga Sagar Singh
10. Banbari Lohar
11. Surju Jaiswara
12. Kuldip Rout
13. Ram Avtar Singh
14. Lachu Matho
15. Jagdam Lohar.

The above persons are responsible for damaging the office windows, doors and manhandling the officers concerned.

I, therefore, request you to kindly take suitable action in this regard and to give up proper protection to save our life which is in danger.

Sd/- Illeg.

Manager,

Katras Chaitodih colliery.

Received at 12.30 A.M. 3-7-72 and forwarded to O/C Katras P.S. to register a case u/s 147/148/149/337, 342/448 I.P.C. I have taken up its investigation.

Sd/- Illeg. 3-7-72

8. In the domestic enquiry the witnesses have disclosed the above story and in this court also the same line has been followed.

9. The defence of the concerned workmen has been disclosed in Exts. M8 and M9. It was denied that Ban Behari Lohar, Kuldip Rout, Sarjoo Jaiswara, Lochan Mahto and Jagdam Lohar were not in the mob. It has been stated that during the week ending 24-6-72 illegal and indiscriminate cuts were made in the raisings of the miners by Shri S. Srimani, Assistant Manager. There was mechanical break down in Yule Pit resulting into loss of earnings to the workers. No bill for make-up wages was made. Similarly no make-up bills were made for the loaders and the coke-remover loaders. The workers in protest refused to accept their wages for the week ending 24-6-72 payable to them on 1-7-72. The Union secretary Shri Sheo Sagar Singh had a talk about this grievance with the Agent. He was advised to meet him in this connection in his chamber. Accordingly Shri Sheo Sagar Singh along with some workers of the colliery had gone to the group office to have a discussion with the Agent. Shri Sheo Sagar Singh on reaching the group office went inside the chamber of the Agent where the colliery manager and the Personnel Officer, Shri M. P. Dubey were also present and placed the grievances. In the meantime Bhikhari Dusadh, Besari Singh, Krishna Nandan Jha, Kameshwar Dusadh and Ram Chandra Dusadh heard the refusal of the Agent to the demands of the workers and told the persons outside in filthy language that they were not to be paid. The workers demanded immediate payment. By that time the Agent, the Manager and the Personnel Officer came on the verandah along with Sri Sheo Sagar Singh and threatened the workers to go away for otherwise they would be handed over to the police. The Personnel Officer got infuriated and ordered assault upon which Bhikhari Dusadh whipped out a Chhura and aimed the same on Sheo Sagar Singh. Bhuneshwar Bhuiyan who was standing by the side of Sheo Sagar Singh attempted to ward off the Chhura blow by his right hand and the Chhura struck him on his right hand causing grievous injury to him. In the meantime Basari Singh assaulted Mahto with a Gupti on his head causing injury to him and Kameshwar Dusadh, Krishna Nandan Jha and Ram Chandra Dusadh chased other workers brandishing lathi before them. They further alleged that by the orders of the officers the chaprasis of the office broke some windows in order to create evidence against the workers. The police thereafter arrived and arrested some of the workers including the injured Bhuneshwar Bhuiyan and Mahendra Mahto and also one Ganga Sagar Singh at the instance of the officers of the management. At the instance of Muneshwar Bhuiya one FIR Ext. W1, was lodged at the Police station. The time of occurrence is 10.30 A.M.

10. I have already said that the domestic enquiry has been found to be not fair and proper and the management has led evidence in order to substantiate charges and to justify the order of dismissal passed against these concerned workmen. In this case, therefore, we are mainly concerned with the evidence adduced by witnesses. In the cross-examination of the management witnesses attention has been drawn to certain statements made by these witnesses in course of the domestic enquiry by way of contradiction. Suffice it to say that although the proceeding of the domestic enquiry is on the record of this case and marked Ext. M19, it could not be used as evidence against

the concerned workmen. Similarly the enquiry report, Ext. M20 cannot be looked into as an evidence against these concerned workmen. In discussion of the case our attempts should be to confine our discussion of the evidence adduced in this court.

11. MW.1, MW.2 and MW.3 had been the enquiry officers and examined at the time of preliminary hearing. We are not concerned with their evidence at this stage. MW.4, Shri M. P. Dubey has been the Personnel Officer of Katras-Chaitodih colliery from December, 1965 to November, 1972. He was attached to the Group office. He knew all the 9 concerned workmen and had given his evidence against them during departmental enquiry. With regard to the incident on 3-7-72 at about 9.30 A.M. he has said that Shri Sheo Sagar Singh with a mob of about 150/200 came to the group office shouting slogans "DIR DUBEY MURDABAD—DUBEY KO BADLI KARO" Shri B. R. Dhir was the manager of the colliery and Dr. S. K. Ghosh was the Agent. Sheo Sagar Singh with two three persons entered the room of the Agent and requested the Agent to come out and talk to the workmen. The Agent and the manager then came out to the verandah. On information this witness also went to the place where the Agent and the manager were standing. The concerned workmen then started surrounding and pushing. He was rescued by Sabir Hussain a peon of the colliery office who took him to a room of the colliery office. Mr. B. R. Dhir the manager was able to follow him in that room. The witness has said that while going to the room he could see that the Agent was pushed from the verandah to the ground below by the mob. After some time the Agent also came to the same room where he and Mr. Dhir were present. He noticed that his shirt had been torn. The mob then started throwing stones on the office building as a result of which the glass on the doors and windows were broken. To meet the defence case the witness has said that one Bhuneshwar Bhuiyan was in a drunken condition and he smashed the window glass with his fist as a result of which he got bleeding injury in his hand. The witness has said that the police came at about 11.00 A.M. and dispersed the mob. He has however said that the officers of the room were able to come out at about 2 P.M. He denied that the officers had engaged lathais in order to assault the workmen.

12. MW.5, Dr. S. K. Ghosh was the Agent in Katras-Chaitodih colliery in 1972. According to him on 3-7-72 between 9 A.M. and 9.30 A.M. he and the manager, Shri B. R. Dhir were sitting in his office when a procession came shouting slogans demanding removal of the Personnel Officer, Mr. Dubey and the Manager Mr. Dhir. The chaprasi told him that Sheo Sagar Singh was leading the mob and therefore he asked the chaprasi to bring Sheo Sagar Singh to his chamber. Shri Sheo Sagar Singh came and while he was discussing the problem with Sheo Sagar Singh the mob appeared at the window of his chamber and demanded that he should come out of the room and thereafter he came out along with the manager to the verandah. Shri Dubey Personnel Officer also came to the verandah. His evidence is that while he was pacifying the mob, the mob became violent and assaulted the manager Mr. Dhir and the Personnel Officer, Mr. Dubey. He has said that some office staff rescued Mr. Dhir and Mr. Dubey and took them inside the room. Thereafter some members of the mob attempted to pull him from the verandah to the yard when one chaprasi Sabir Khan rescued him and took him to the room where his chamber was. The witness has said that Sheo Sagar Singh had also played a role with the help of his office staff to rescue him to his office. His evidence is that Dhanai Jaswara was very violent and probably he was in drunken condition. According to him Dhanai and Mathura and Gokul tried to pull him to the courtyard. Then he has said that when he entered inside the room the mob started throwing stones. The police was informed and came at about 11.00 A.M. and dispersed the mob. He remained in his room from 10.00 A.M. to 1.00 P.M. His evidence is that he attempted to come out of the room in between these hours but due to throwing of stone, he could not come out.

13. MW. 6, Shri Balwant Rai Dhir was the manager of the colliery. His evidence is that he was in the office with the Agent discussing some matters with him when the procession came shouting slogans "DHIR DUBEY MURDABAD" and after sometime Shri Sheo Sagar Singh who was

leading the procession came to the Agent office along with 2/3 workmen. He asked him and the agent to come out and hear the grievances of the workers. Sheo Sagar Singh assured them that the procession was peaceful. He and the Agent then came out in the verandah, where he found that the processionists were about 150/200 standing in the courtyard. His evidence is that the processionists were carrying lethal weapons and some of them were in drunken condition. There was a discussion between them and the workers when some of the workers came on verandah. The workers demanded that the Personnel Officer, Mr. Dubey should come out to the verandah. He called Mr. Dubey to come out to the verandah. The workers thereafter started shouting "MAR JAYAGA MAR DEYANGA". Some of the workers who were behind him and Mr. Dubey started pushing them off the verandah. Among those workers were Dhanai Jaswara, Gokul Nonia, Bachhu Bhuiya, Banwari Mistry, Kali Routh (5). His evidence is that Mr. Dubey first escaped and then somehow he also escaped. He further said that while he was escaping into the room he noted that the Agent was carried away by the mob consisting of the persons named by him above. Then he has said that stones were thrown by the mob and window glasses were broken. His evidence is that 10 to 15 minutes after the Agent came into the room where he was taking shelter. With regard to the time of assault he has said that it took place at about 11.30 A.M. With regard to the time of arrival of the police he has said that they came at about 1 P.M. and dispersed the mob. He has denied that at the instance of the officers of the colliery, Bhikari Dosad, Basri Singh Kameshwar Dosad, Krishnand Jha and Ram Chandra Dosad had used force on the mob and assaulted them with lathis and other weapons. He has denied that Bhikari Dosad had stabbed Sheo Sagar Singh or that Basri Singh inflicted gupti injury to Mahendra Mahato. It was also denied that window glasses were broken in order to involve these workmen.

14. MW. 7, Shri M. D. Hassan was attached to the group office, Katras during the year 1972. He was a witness at the time of domestic enquiry. On 3-7-72 between 10.00 and 10.30 A.M. he was working in the group office when he saw a mob of about 200 persons arriving there with slogans. He next saw that the Agent and the manager Mr. Dhir and the Personnel Officer, Mr. Dubey started talking with the workmen. He saw that the workmen started assaulting Mr. Dhir and Mr. Dubey. He then came out of his room and dragged Mr. Dhir to his office room and closed the room from inside. He heard the sound of throwing of brick-bats the window glass panes of the office room were broken. For about 1-1/2 hours he was in the room with Mr. Dhir; when Mr. D. Singh, group officer came he opened the door, and saw that the crowd had dispersed and shortly thereafter the police came.

15. MW., Shri Sahadeo Dosad was a chaprasi in the Katras-Chautodih colliery in 1972. In the month of July, 1972 between 10.00 A.M. and 10.30 A.M. he was on duty at the gate of the office. A procession of about 200 workmen came there, and entered the compound of the group office. The Agent and the Manager Mr. Dhir came to the verandah. He did not see any occurrence. Subsequently however, he saw that the window panes were broken.

16. MW. 9, Shri Sabir Hussain Khan happened to be a peon of the group office. On 3-7-72 at about 10.30 A.M. he was on duty in the group office when the mob came. He was called by the manager to his office who directed him to ask Sheo Sagar Singh to come with 5 persons in his office. When he communicated this fact to Sheo Sagar Singh, he refused to go inside the office of the manager and asked him to tell the manager to come out. He reported this fact to the manager and then the manager and other officers came out. In the course of discussion there were angry exchange of words between Sheo Sagar Singh and the Manager and the Personnel Officer. The Personnel Officer and the Agent were on the verandah when the mob got infuriated and started assaulting them. Mr. Dhir and Mr. Dubey escaped. The Agent was surrounded and pushed by the mob. The witness somehow managed to protect the Agent and took him to the room where the manager and the Personnel Officer had gone for safety. The mob then threw stones as a result of which some window glasses were broken. The mob left only after the

arrival of the police. Dhanai, Mathura were among others who had attacked the Agent. His evidence is that Police arrived at about 12.30 noon.

17. The above is all the evidence adduced in this case on behalf of the management. On behalf of the workmen only one witness Shri Barhan Das was examined. He has said that on 3-7-72 the workmen of different unions of Katras Chautodih colliery had gone to the area office for demanding payment of bonus. There was some mar-pit as a result of which Bhun Bhuiyan had received some bone injury on his hand, for which a police case was instituted. He has said that Bhun Bhuiyan has been reinstated in 1976 by the management. He had not seen the occurrence with his own eyes. With regard to the 9 concerned workmen he has said that they belong to Bihar Colliery Kamgarh Union. His evidence is that the concerned workmen have been dismissed by the management on account of adverse attitude of the management against the members of the Bihar Colliery Kamgarh Union. On behalf of the concerned workmen 3 documents have been filed. Ext. W. 1 is the certified copy of the FIR filed by Shri Buneswar Bhuiya. Ext. W. 2 is the certified copy of the FIR filed by the manager, Katras-Chautodih colliery. Ext. W. 3 is the certified copy of the charge-sheet filed in G. R. case No. 1037/72 in the case of Buneswar Bhuiya.

18. Now let us see if on the strength of evidence adduced by the management the charges levelled against the concerned workmen have been proved in order to justify the order of dismissal passed by the management. Broadly speaking some occurrence took place in the group office of Katras-Chautodih colliery on 3-7-72. We have before us two police cases instituted in relation to that occurrence. The type of occurrence given in the FIR lodged by the manager of the colliery is about 9.30 A.M. while in the FIR lodged by Bhuneswar Bhuiya the time of occurrence is 10.30 A.M. There is difference of one hour between the two. According to the management the mob led by Sheo Sagar Singh arrived between 9 A.M. and 9.30 A.M. According to the Agent Dr. Ghosh, Sheo Sagar Singh was called in by him in his chamber but soon after the mob was near the window of his chamber and wanted him to come out and so he along with the manager and Sheo Sagar Singh went to the verandah. The evidence of the witness is that Mr. Dhir and Mr. Dubey were pushed and an attempt was made to drag the Agent to the courtyard. All these 3 officers escaped by themselves or with the aid of some persons. The evidence is that after this three officers took to shelter, there was brick-battings as a result of which some glass window panes were broken. In the FIR lodged by the manager of the colliery there is no mention of any counter action taken by the management in repelling the crowd. The counter FIR gives a story of attack by the hired persons of the management. Shri Buneswar Bhuiyan who lodged the FIR alleged that he was stabbed and some others used other weapons to assault the workers. Now, if the occurrence had started at 9.30 A.M. it would be normally over within a few minutes after that. We get no definite evidence as to who informed the police; but the police appears to have come at 11.00 A.M. The FIR Ext. W. 2 containing the report of the manager was received by the police at about 12.30 P.M. This shows that after the police came this report was prepared and handed over to the police. It is therefore reasonable to think that the police arrived at 11.00 A.M. arrested the persons and dispersed the crowd. So whatever has happened it took place only a little before the arrival of the police. Now, if we believe that the occurrence took place at 9.30 A.M. it would be about 1-1/2 hours before the arrival of the police. According to Shri Muneshwar Bhuiyan the time of occurrence is about 10.30 A.M. MW. 5, Dr. Ghosh has said that after the occurrence he was in his room between 10.00 A.M. to 1 P.M. He has confirmed that the police came at about 11.00 A.M. MW. 6 Shri B. R. Dhir the manager of the colliery has said that the actual assault took place at about 11.30 A.M. and the police came at 1 P.M. This cannot be true because his own report was handed over to the police at about 12.30 P.M. In cross-examination his attention was drawn to the fact that he stated before the enquiry officer that the police came at about 11.00 A.M. He has however admitted in his cross-examination that he had sent his report to the police station at about 12 O'Clock on the date of occurrence. Now MW. 7 Shri M. D. Hassan has said that the mob came at about 10.00 to 10.30 A.M. This supports the time of the occurrence as given in the FIR of Shri Muneshwar Bhuiya. Similarly, Shri Sahadeo Dosad has said that this processionists came between 10.00 A.M. and 10.30 A.M. Even Shri Sabir Hussain Khan, MW. 9 has

said that Sheo Sagar Singh came with a procession at about 10.30 A.M. According to his evidence the occurrence took place soon after his arrival. Considering broadly the above evidence it appears that the occurrence took place at about 10.30 A.M. and soon thereafter the police came and took action. Now, so far as the case of the workmen is concerned the men of the management started assault in course of which some persons were injured including Bhuneshwar Bhuiyan. He had received bleeding injury. No witness has said anything about it except the Personnel Officer, Mr. Dubey. According to him Bhuneshwar Bhuiyan in an attempt to break the glasses of windows with his bare hand, cut his hand. According to this evidence, he and the manager Mr. Dhir and subsequently the Agent, Dr. Ghosh had taken shelter in the same room. But this story that Bhuneshwar Bhuiyan smashed his fist against the glass panes of the windows has not been supported either by the Agent or by the manager. This is a new case. The police on investigation has submitted a charge-sheet in the case of Bhuneshwar Bhuiyan. This shows that a prima-facie case of assault has been made out as contained in the FIR. We may, therefore, reasonably say that some of the workmen had been assaulted as the instance of the management officials. On behalf of the workmen it has been contended that being faced with such a situation that the management had taken resort of force against the workmen, a case of assault on the colliery officials was a concocted one. The learned Advocate appearing on behalf of the workmen has submitted that no reliance should be placed on the management's case for the simple reason that the time of occurrence mentioned in the management's case has been deliberately shifted to a time an hour earlier, i.e. at 9.30 P.M. instead of 10.30 A.M.

19. Now let us turn to the manner of occurrence as alleged by the management. The FIR (Ext. W. 1) mentions that Sheo Sagar Singh when came with the processionists to the group office the mob was using filthy language (sala and etc.). There is no mention of slogans like "DHIR DUBEY MURDABAD—DUBEY KO BADLI KARO". It further shows that Sheo Sagar Singh was called in the Agent's office and asked about bonus and Yule Pit make-up wages. The statement shows that Sheo Sagar Singh was told that Yule Pit make-up wages has been signed and the workers could go and taken their payment from the colliery counter. Thereafter Sheo Sagar Singh had requested the Agent and the manager to come out to the verandah and talk to the labourers personally. Naturally if this was the position there was no occasion for the workers to get agitated or to be angry so as to misbehave with the officers. But instead the FIR says that when Mr. Dubey was also called on the verandah, Sheo Sagar Singh went outside and talked to some workers secretly and the mob became violent and started pushing them towards the ground. This shows that Sheo Sagar Singh in spite of the fact that the management had already conceded the demand of the workmen, had played the mischief as a result of which the labourers took a violent attitude. But the Agent in his evidence has said that Sheo Sagar Singh was instrumental in saving him. None of the three witness of the management viz. the Agent, Manager and the Personnel Officer have said that Sheo Sagar Singh had any hand in inciting the mob to violence. Nothing has been said that Sheo Sagar Singh had gone out and confidentially talked to some of the workers whereupon they got agitated. I may mention that Sheo Sagar Singh along with some others and the concerned workmen were accused in this case brought up by the manager before the police and they were also charge-sheeted. But except for the concerned workmen none of them were dismissed. In this connection it may further be said that none of the management witnesses have deposed here that there was any demand of the workers for which the procession was taken except this that they were shouting slogans "DHIR DUBEY MURDABAD—DUBEY KO BADLI KARO". The management wants to convey here that somehow or other the workers had grudge against Mr. Dhir and particularly against Mr. Dubey and that is why that they came forming a procession. I have already said that this is belief by the FIR which shows that they had come demanding bonus and Yule Pit make-up wages. This is what precisely has been the case of the workmen, in Exts. M8 and M9 which are the replies to the charge-sheets. Here again we find that the workmen case is more reliable.

20. Now let us consider the question of assault. The FIR is explicit that the Personnel Officer, Mr. Dubey was

dragged by Gokul Nonia and Banwari Mistry. These two persons were not specifically charged for their specific acts of dragging the Personnel Officer. In his evidence Mr. Dubey (MW. 4) has said that the mob consisting of the workmen named by him (he has named all the name of the concerned workmen) started surrounding and pushing. He has further said that he was rescued by Sabir Hussain Khan, a peon of the group office and took him in a room of the colliery office. That he was rescued by Shri Sabir Hussain has not been mentioned in the FIR at all. This Sabir Hussain, MW. 9 has said that when the infuriated mob started assaulting them, Mr. Dhir and Mr. Dubey had escaped and shut themselves in the office room. According to him he rescued the Agent. According to the evidence of MW. 9, Sabir Hussain this part of the evidence of MW. 4 that he was rescued by Sabir Hussain is not only a development from FIR stage but an incorrect statement. So far as the manager Mr. Dhir is concerned the FIR, Ext. W. 1 says Gurdeo Routh, Dhanaj Jaswara and Ganga Sagar Singh (not charged) caught his hip and dragged and charged lathi. There is no evidence to indicate that any of these concerned workmen were armed with lathi or with any weapons, whatsoever. The FIR further says that he was saved by the group office staff viz. Shri M. D. Hassan and others. He also took shelter in a room. I have already said that Sabir Hussain has said that Mr. Dhir escaped by himself. Now one Shri M. D. Hassan (MW. 7) has been examined and has told that the workmen started assaulting Mr. Dhir and Mr. Dubey while he was in his room and he came out of the room and dragged Mr. Dhir to his office room and closed the room from inside. He does not say that any other office staff came to his help. Now in this connection the evidence of MW. 4, Mr. M. P. Dubey is that he was the first to enter a room and thereafter Mr. Dhir came into the same room and after some time the Agent also came to the same room. Dr. S. K. Ghosh, MW. 5 has said that he was taken to his own chamber. MW. 6 Mr. B. R. Dhir does not say that he was dragged by any of his staff into a room for safety. He has said that he somehow managed to escape in the office room. It was in that room that the Agent came 10/15 minutes after. So we find that in the matter of assault on Mr. Dhir and Mr. Dubey there is glaring discrepancy and also in the matter of escape. The witnesses have contradicted themselves. It is difficult to explain why there should be such a discrepancy in a simple matter like this. In his cross-examination Mr. Dhir's attention was drawn to the fact that at the time of domestic enquiry he had not named the persons who had pushed him and he simply said that he did not remember. In this court he has named Dhanaj Jaswara, Gokul Nonia, Bachu Bhuiya, Banwari Mistry and Kali Routh to be the persons who had pushed him. I have already mentioned that in the FIR, Ext. W. 1 he mentioned the name of only two workmen who had dragged him and lathi charged him. Now, so far as the Agent, Dr. S. K. Ghosh is concerned the FIR says that the Agent was standing with the union secretary Sheo Sagar Singh when one man handled him and the mob charged on him and his clothes were torn. The Agent himself does not say as to who was the man who handled him. There is no case that there was any lathi charge on him. The Agent has not said that his clothes were torn. Similarly Mr. Dhir has not said anything about this. The evidence of Mr. Dubey is that when the Agent came into his room he noticed that his clothes were torn. But neither Mr. B. R. Dhir nor the Agent have said that the Agent escaped into the room where Mr. Dubey was. Dr. S. K. Ghosh, MW. 5 has positively said that some members of the mob attempted to pull him from verandah to the yard when one chaprasi Sabir Hussain rescued him. So, MW. 5, does not attribute any overtact to the concerned workmen. Subsequently in his evidence he has further said that Dhanaj Jaswara, Mathura and Gokul tried to pull him into the court yard. Sabir Hussain Khan (MW. 9) who played a roll in saving the Agent claims to know all the concerned workmen. Obviously he has seen the entire occurrence. But he does not say that any of the concerned workmen assault the Agent, the Manager or the Personnel Officer. All he said is that the mob got infuriated and started assaulting them. Thus, on the question of assault also we have not got clear and reliable statement so as to hold that these concerned workmen actually manhandled these three officers of the colliery.

21. These concerned workmen have been charged for misconduct based on riotous behaviour including assault on the

officers of Katras-Chautodih colliery. We have discussed at length the question of assault and have come to a conclusion that the facts as stated in the earliest statement, Ext. W. 2 and the evidence in this court, do not justify a conclusion that these concerned workmen actually participated in an occurrence in which the officers of the colliery were assaulted. In fact the story of occurrence as presented is not satisfactory to warrant a conclusion that an occurrence of this nature took place. With regard to the question as to whether stones were thrown on the office building resulting any breaking of window panes and resulting in loss of office work for 5 hours, I can only say that the evidence is highly contradictory. According to my conclusion above, the occurrence took place at about 10.30 A.M. and the police arrived at about 11.00 A.M. when the mob was dispersed. This shows that whatever happened was within half an hour or so. The story of wrongful confinement upto 2 P.M. and consequent dislocation of work and loss of the management thereby is unworthy of belief and therefore cannot be said to have been established. It is apparent that all the facts upon which the charges against these 9 (nine) workmen have been framed have not been substantiated by the management. Consequently, the order of dismissal passed against them cannot be sustained.

22. In the result, the action of the management of Katras-Chautodih colliery of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad in dismissing Sarvashri (1) Banwari Mistry—Sub-Station Attendant, (2) Kali Rout—Trammer, (3) Mathura Das—Trammer, (4) Gokul Nonia, Hookman (5) Mathura Saw—Coal Cutter (6) Gurudev Rout—Trammer, (7) Bachu Bhuia—Trammer, (8) Dhanal Jaiswara—Coal Cutter and (9) Sarju Jaiswara—Coal cutter from service with effect from the 20th December, 1972 is not justified. Consequently, all the 9 (nine) concerned workmen mentioned above are entitled to reinstatement in their services from the date of dismissal. They will be entitled to all the back wages and other emoluments admissible to them.

23. In item No. 3 of the schedule of the reference we are concerned with the workmen—(1) Shri Kuldip Bhuia—Surface trammer and Shri Munshi Bhuia—Surface trammer. Since they were proceeded against separately, we will deal with their cases separately. Now, so far as Kuldip Bhuia is concerned, the charge-sheet against him is Ext. M. 14. It was issued by a Partner of West Kailudih colliery, P.O. Katrasgarh, District Dhanbad. It is dated 9th August, 1972. The allegation against him was that he along with others surrounded Shri R. P. Agarwalla, Manager on 7th August, 1972 at about 11.30 A.M. in 8 Seam Depot of West Kailudih colliery. He abused the manager in filthy language and also assaulted him. He was charged for violation of clause 18(i), (e) and (r) of the certified standing order. His reply dated 12th August, 1972 has been marked Ext. M. 15. The allegation was denied by him. Ext. M. 16 is the dismissal order dated 19th August, 1972. Kuldip Bhuia died during this reference. This has been admitted by both the sides and WW. 1 Shri Barhan Das has stated in his evidence that Kuldip Bhuia is dead. The learned Advocate, Shri B. Lal, appearing on behalf of the workmen has conceded that so far as Kuldip Bhuia is concerned the reference has abated. It is, therefore, clear that no relief can be granted to Kuldip Bhuia in this reference. Accordingly, his dismissal from 19th August, 1972 cannot be said to be unjustified. Consequently, he is not entitled to any relief whatsoever.

24. Now let us take the case of Shri Munshi Bhuia. The charge-sheet against him is Ext. M. 11 which was issued by a Partner of West Kailudih colliery on 9th August, 1972. The allegation against him was that he along with others surrounded Shri R. P. Agarwalla, the manager on 7th August, 1972 at about 11.30 A.M. He also abused him in filthy language and assaulted him. He was charged for violation of clause 18(i), (e) and (r) of the certified standing order of the colliery. His reply is Ext. M. 12. He denied the charge as false. The enquiry report is on the record of this case, but it has not been taken into evidence. Ext. M. 13 dated 14th September, 1972 is the dismissal order.

25. Before I proceed to deal with the evidence against him I would like to point out that at the time of preliminary enquiry in the question as to whether the domestic enquiry was fair and proper, Shri S. S. Mukherjee, Advocate representing the management had contended that Messrs Bharat Coking Coal Ltd. had no liability for the dismissal order passed by the erstwhile employer. West Kailudih colliery was nationalised on 1st May, 1973 and the dismissal order

was passed on 14th September, 1972. This stand was taken in view of the judgement of the Hon'ble Patna High Court. But the Patna High Court judgement (1976 1ab IC 1513) was reversed by the Supreme Court judgement (1978 Lab IC page 709) where it was held that the workmen dismissed from service illegally by the erstwhile employer will be deemed to continue in service even after nationalisation and was entitled to all the benefits of wages and other emoluments as if he was not dismissed from service. When the hearing of this reference commenced a petition was filed on behalf of the workmen that the domestic enquiry in respect of Munshi Bhuia was not disputed on the ground of propriety and the fairness of domestic enquiry. This has left us to the consideration of evidence already adduced for the consideration as to whether the dismissal order is justified.

26. Now turning to the evidence I have mentioned that 3 documents, which are charge-sheet, Ext. M. 11, reply to the charge-sheet, Ext. M. 12 and dismissal order Ext. M. 13 have been marked. I have said that the enquiry report is on the record of this case, but it has not been taken into evidence. The proceeding in which the evidence of the witnesses have been recorded in order to prove the charge has not been placed on the record of this case. We are, therefore, not in a position to say as to what has been the evidence on the basis of which the dismissal order was passed. It appears to me that so far as this workman is concerned the management of Bharat Coking Coal Ltd. felt that under the law they had no responsibility under the Coking Coal Mines Nationalisation Act, 1972. But this position has been reversed by the Supreme Court and thereafter no attempt has been made by Messrs Bharat Coking Coal Ltd. authorities to see that the dismissal order was sustained on the basis of evidence produced at the time of domestic enquiry. The erstwhile employer was made a party and written statement on their behalf was filed supporting the standing taken by Messrs Bharat Coking Coal Ltd. But at the time of hearing the erstwhile employer showed no interest nor gave any explanation as to why the proceeding incorporating in the evidence of witnesses could not be placed on the record of this case. In considering the case of dismissal the evidence has to be scrutinised as to whether the charge framed against the concerned workman has been proved so as to justify the order of dismissal. In the circumstances I have no alternative but to hold that the order of dismissal passed against him cannot be sustained.

27. In the result the action of the management of West Kailudih colliery of Messrs Bharat Coking Coal Ltd., Post Office Katrasgarh, District Dhanbad in dismissing Shri Munshi Bhuia—Surface trammer from service with effect from the 14th September, 1972 is not justified. Shri Munshi Bhuia is therefore entitled to be reinstated from the date of dismissal and will be entitled to all the back wages and other emoluments admissible to him. Before the date of nationalisation of the coal mine it will be the liability of the erstwhile employer i.e. the management of West Kailudih Colliery Coal Co. to pay to this workman all his back wages and other dues. Messrs Bharat Coking Coal Ltd. will be liable to reinstate Shri Munshi Bhuia, Surface trammer with effect from 1st May, 1973 the date of nationalisation of this colliery. Shri Munshi Bhuia will be entitled to all the back wages and other emoluments admissible to him from the date of his reinstatement on 1st May, 1973.

This is my award.

J. P. SINGH, Presiding Officer.

[No. L-20012/9/74-LRII(D.II(A))]

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL NO. III AT
DHANBAD

Ref. No. 58 of 1975 (old)

Ref. No. 18 of 1977 (new)

EMPLOYER IN RELATION TO MANAGEMENT OF
EAST KATRAS COLLIERY OF M/s. BHARAT COKING
COAL LTD.

AND

THEIR WORKMEN

The parties above named beg to submit that the following Industrial Dispute was referred to the Central Government Industrial Tribunal for adjudication :

"Whether the action of the management of East Katras Colliery of M/s. Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad in dismissing Sarvashri (1) Barhan Das (2) Gangadin Pasi (3) Rajaram Pasi (4) Raghu Nandan Pasi (5) Ram Laxhan Harijan (6) Ram Chandra Koiri (7) Satai Pasi (8) Gaya Prasad Gararia (9) Pujari Koiri (10) Srinath Jaswara (11) Tilakdhari Prasad and (12) Dhanraj Pasi from service with effect from the 21st December '72 is justified? If not, to what relief are the concerned workmen entitled?"

2. The parties have since discussed the matter and agreed to compromise the dispute on the terms and conditions indicated herein below :—

1. That S/Shri Barhan Das, Trammer (2) Gangadin Pasi (3) Rajaram Pasi (4) Raghu Nandan Pasi (5) Ram Laxhan Harijan (6) Ram Chandra Koiri (7) Satai Pasi (8) Gaya Prasad Gararia (9) Pujari Koiri (10) Srinath Jaswara (11) Tilakdhari Prasad and (12) Dhanraj Pasi all miners will be taken back in their original employment with immediate effect. Raghunandan Pasi and Raghunath Pasi is one and the same workman.
2. That the period of their absence from 21-12-72 till they report for duty will be treated as if they were on leave without wages for the purpose of continuity of service only.
3. That each of them will be paid a lump-sum amount of Rs. 8,000 (Rs. Eight Thousand only) towards full and final settlement of their claim for the period of their idleness.
4. That their period of service will be treated as continuous for the purpose of payment of gratuity.
5. That it is also agreed that they will report for duty within 15 days from the date of filling the agreement before the Hon'ble Tribunal.
6. That the above agreement may kindly be considered to be fair and reasonable.

It is, therefore, prayed that the Hon'ble Tribunal may be pleased to pass an award in terms of the agreement as aforesaid.

And for this the petitioners shall every pray.

For Management
Witnesses

- (1) Sd. (Illegible)
- (2) Sd. (Illegible)

For Workmen

Sd. (Illegible)

New Delhi, the 16th July, 1980

S.O. 2062.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Kuya Colliery of Messrs Bharat Coking Coal Limited, Post Office Jharia, District Dhanbad and their workmen, which was received by the Central Government on the 9th July, 1980.

**BEFORE SHRI P. RAMAKRISHNA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT NO. 3, DHANBAD**

Reference No. 6 of 1978

PARTIES :

Employers in relation to the management of Kuya Colliery of M/s. Bharat Coking Coal Ltd., P.O. Jharia, Distt. Dhanbad.

AND

Their Workman.

APPEARANCES :

For the Employers.—Sri G. Prasad, Advocate.

For the Workman.—Shri B. Joshi, Advocate.

INDUSTRY : Coal

STATE : Bihar

dated the 30th July, 1980

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 have referred the following dispute to this Tribunal for adjudication as per their Order No. L-20012/192/77-DIII(A) dated the 28th January, 1978.

SCHEDULE

"Whether the action of the management of Kuya Colliery of M/s. Bharat Coking Coal Ltd., P.O. Jharia, Dist. Dhanbad in not absorbing and in not regularising Shri Surajdeo Prasad, Blacksmith is justified? If not, to what relief is the said workman entitled and from what date?"

2. On behalf of the workman the Vice-President of the United Coal Workers Union has filed a written statement of claim stating that at the time of take over of the management of the concerned colliery (Kuya Colliery) with effect from 31-1-73 the concerned workman's father Ram Balak was working as a Head Blacksmith assisted by 23 other Blacksmiths including the concerned workman. They are working in a gang. Their job was to make new coal tubs and repair the old ones, splice ropes, to recap haulage rope, manufacture dog nails, doing heat treatment jobs for picks used for coal cutting. They were being paid on piece-rate. Though Ram Balak and his man were regular employees of the former employers of the colliery, they were treating Ram Balak as Contractor and the other members of the gang as contractor's labour. After nationalisation the management put Ram Balak and all the Blacksmiths working under him except the concerned workman on time rate. It is complained that the action of the management in not regularising the services of the workman alone is not based on reason. He maintains that even after the regularisation of the other men in the gang the volume of the blacksmith work at this colliery continued to be the same. There was no diminution of work. It is submitted that management's contention that because the concerned workman was the junior most among the persons working under Ram Balak, his services were not regularised is not tenable. It is further submitted that on a representation made by the workman the local management was prepared to re-consider their decision and accordingly recommended his case for regularisation. But this recommendation was turned down by the superior authority. The workman filed a petition U/s 33(c)(2) of the Industrial Disputes Act seeking the same relief but the said application was rejected on the ground that it was not maintainable. The workman prays that his services may be regularised with effect from 1-5-73 and that he may be paid full back wages.

3. The management of Kuya Colliery in their written statement stated that this dispute raised three years after the cause of action has arisen is not maintainable. According to them there is no employer and employee relationship between the workman concerned and the Kuya Colliery. They also take the plea that it is the function of the management to determine the strength of the workforce required for doing a particular job and this Court cannot interfere with that discretion exercised by them in that regard. They also submit that the present demand was not raised by the workman with the employer in the first instance and for that reason also this reference is not maintainable. It is said that the present reference is barred by the provisions of the Contract Labour Regulation and Abolition Act. They also take the extreme plea that the concerned workman was never in the employment of the contractor and that his name was interpolated subsequently. For the above reasons they submit that this reference may be answered against the workman.

4. The management in their rejoinder to the workman's written statement further submitted that the workman was never in the employment of this colliery either on 31-1-73

the date of take over or on the date the contractor's workmen were regularised and therefore he is not entitled to the relief prayed for. The rest of the averments contained in the rejoinder are a mere denial of the averments made in the workman's written statement.

5. The workman has not filed any rejoinder to the management's written statement.

6. On the above pleadings the issues that arise for consideration are —

- (1) Whether the workman was a regular employee of the erstwhile private management of the Kuya Colliery?
- (2) Is the management's action in not regularising the services of the workman justified?
- (3) To what relief?

7. **Issue (1).**—The workman is a Blacksmith and is the son of one Ram Balak. Ram Balak worked as a Head Mistry under the former management of Kuya Colliery before the date of take over on 31-1-73. He was having 23 Blacksmiths including the concerned workman working under him. Ram Balak and his men continued to work as Blacksmiths even after the date of take over. With effect from 1-5-73 the services of Ram Balak and all his men with the exception of the concerned workman were regularised. Being aggrieved at the management's action in having eliminated him alone he has raised the present industrial dispute. During the course of his pleadings in para 5 he seems to suggest that Ram Balak and the other 23 Blacksmiths were the regular employees of the former private management, but in order to deprive them of their legitimate wages and other benefits the private management was treating them as contract labour. Since he and the other members of the gang were the regular employees of the former management M/s. Bharat Coking Coal Ltd., was bound to regularise their services from the date of nationalisation. The management pleads that Ram Balak was only a contractor and that the workman herein and the other 22 Blacksmiths were the employees of the contractor and therefore the question of the workman herein becoming an employee of the nationalised company U/S 14(1) of the Nationalisation Act does not arise. In support of his case the workman has examined himself as WW-1. During the course of his evidence he denied the management's case that his father was only a contractor and that he was an employee of his father. MW-1 Sri K. K. Prasad worked as a Colliery Engineer at Kuya Colliery during the years 1972-73. He stated that before nationalisation the Blacksmithy work was being got done through two contractors viz. (1) Ram Balak and (2) Bulan Mistry. He filed Ext. M-1 which gives the names of the Contractor, Ram Balak and the 23 persons working under him. MW-2 is Sri V. L. Tandon who worked as the Manager of the Kuya Colliery during May '72 to November '73. Like MW-1 he also stated that the blacksmithy work was being got done through contractors and not departmentally. Sri G. Prasad for the management submits that apart from the above oral evidence there is the admission of the workman himself that he was an employee of a contractor. At the request of the management the file in L.C.A. 3 of 1975 which is an application U/S 33(c)(2) of the Industrial Disputes Act, filed by the workman herein before this Court is sent for. Ext. M-2 is a certified copy of the order passed by this Court on this petition. The averments in the above application clearly go to show that the workman herein admitted that he was only a contractor's employee and not engaged by the colliery departmentally. Attention is invited to para 3 of that application where it is stated that prior to take over the workman was working as Blacksmith under the contractor Ram Balak and continued to work in the same capacity even after the date of take over. In view of this clear averment made in that application it is not open to the workman now to contend that he was a regular employee of the former Kuya Colliery and that he is entitled to come on the rolls of the Government Company in terms of Section 14 of the Nationalisation Act, 1973. For the aforesaid reasons Issue (1) held against the workman.

8. **Issue (2).**—With effect from 16-8-73 the contract system was abolished and the Contractor and the contractor's men

were taken on the rolls of the company. As already seen there were two contractors working by 16-8-73. The contractor Bulan Mistry was having 7 men under him while Ram Balak was having 23 men under him. The management regularised the services of Bulan Mistry and all his employees and the services of Ram Balak and 22 of his men. The services of the concerned workman alone were not regularised on the ground that he was the junior most. Sri B. Joshi for the workman submits that there is no material placed on the record to substantiate the plea that the concerned workman was the junior most on the date of the abolition of the contract system. The workman as WW-1 deposed that the persons whose names appear at Sl. Nos. 1, 2 and 5 in Exts. W-3 and W-4 were junior to him and therefore the management was not right in refusing to regularise his service on the basis that he was the junior most. Sri G. Prasad for the management invites attention to the endorsement appearing on Ext. M-1 under the signature of the workman's father Ram Balak. The workman as WW-1 admitted that the signature appearing under that endorsement is his father's. That endorsement declares that the persons appearing at Sl. Nos. 1 to 23 are senior thereby implying that the workman whose name appears at Sl. No. 24 is the junior most. The workman has not chosen to examine his father to explain the circumstances under which he made that endorsement. To the application Ext. W-1 submitted by the workman to the management requesting them to reconsider their decision not to regularise his services Ext. W-2 is the office note put up by the Manager. In that office note it is stated that since the concerned workman was the junior most in the gang his services were not regularised. Relying upon the endorsement under the signature of the workman's father Ram Balak on Ext. M-1, I hold rejecting the evidence of WW-1 (workman) that he (workman) was the junior most Blacksmith working under the contractor. Sri G. Prasad submits that it is the function of the management to determine the number of persons that are required to be deployed on any job and if the management felt that the junior most Blacksmith viz. the workman herein was surplus, that judgement of the management cannot be questioned before this Tribunal. On the other hand Sri B. Joshi for the workman submits that a mere statement that the services of the junior most Blacksmith in Ram Balak's gang were rendered surplus is not sufficient and that the management has got to justify its stand by leading sufficient evidence in support of that case. It may be noticed that all the 8 persons working in Bulan Mistry's gang including Bulan Mistry were regularised and also all the persons working in Ram Balak's gang including Ram Balak with the sole exception of the concerned workman, were regularised. The question is whether the management is right in refusing to regularise the services of the concerned workman on the ground that his services were rendered surplus. There is the evidence of MW-2 Sri Tandon who worked as a Manager of Kuya Colliery from May '72 to November '73. According to him because the concerned workman was absent throughout January '73 as seen from Ext. M-1 and since the work did not justify the absorption of all the 24 people mentioned in Ext. M-1, his superior officer (Sub-Area Manager) decided to absorb only the first 23 persons in Ext. M-1 and not the 24th man the concerned workman. In his cross-examination he stated he did not recollect in view of the long lapse of time if he was asked to submit a detailed report regarding the suitability of all the 24 persons mentioned in Ext. M-1 proposed to be absorbed and also regarding the number of persons required to be regularised having regard to the pressure and nature of work. To a question put by the Court the witness MW-2 replied the only reason why the workman's services were not regularised was his absence from duty on the crucial date which is 31-1-73 the date of take over. He did not say anything about the workload not justifying the absorption of the workman concerned. The workman as WW-1 stated that the quantum of work prior to the date of regularisation of the contractor's labour and thereafter remained the same. The management has failed to examine the Sub-Area Manager who took the decision upon the man-power that was to be regularised. Thus there is no evidence worth the name to show that the work available on and after the date of regularisation viz. 16-8-73 rendered the services of one workman only superfluous. It may also be seen that assuming that the concerned workman is the junior most and he was absent from duty throughout the month of January '73, still from Ext. M-1 it can be seen that he has put in more number of days of attendance than the persons appearing at Sl. Nos. 22 and

23. May be the workman was absent without permission in January '73 but still the fact that he has put in a larger number of days' attendance than the two persons appearing immediately above him should also have been taken into account by the management instead of considering strict seniority. It is also not disputed that the workman was allowed to continue to serve in this colliery from February '73 till the date he was found to be surplus i.e. 16-8-73. There is no evidence whatsoever to show that the services of the workman were not upto the mark or that his character and conduct were unsatisfactory or that he was not amenable to discipline. In fact MW-2 the Colliery Manager recommended the case of the workman to the higher authorities for sympathetic consideration. His signature under this note is identified by MW-1 the Engineer.

9. For the aforesaid reasons Issue (2) held against the management.

10. Issue (3).—In view of the finding on Issue (2) the Management is directed to absorb the concerned workman in their service as a fresh entrant with immediate effect i.e. within 30 days from the date of publication of this award. However the workman will not be entitled to any back wages.

[No. L-20012/192/77-D.III(A)]

Sd/-

P. RAMAKRISHNA, Presiding Officer

(S.O. 2063.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in respect of a complaint under Section 33A of the said Act filed by Shri Lalif Mian, Miner, T. No. 32401, 16 Seam, Digwadih Colliery, C/o Usman Hotel, At Digwadih Bazar No. 10, Post Office Jealgora, District Dhanbad against the management of Messrs Tata Iron and Steel Company Limited, At and Post Office Jamadoba, District Dhanbad through its General Manager (C), Jamadoba which was received by the Central Government on the 3rd July, 1980.

BEFORE SHRI P. RAMAKRISHNA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

PARTIES :

Complainant No. 1 of 1979

Shri. Latif Mian, Miner, T. No. 32401, 16 Seam, Digwadih Colliery, C/o. Usman Hotel, At Digwadih Bazar No. 10, P. O. Jealgora, Dist. Dhanbad

M/s. Tata Iron and Steel Co. Ltd., At and P. O. Jamadoba, Distt. Dhanbad, Through its G. M. (C), Jamadoba

Opp. Party

APPEARANCES :

For the Complainant.—Shri B. N. Sharma, Jt. General Secretary, Janata Mazdoor Sangh.

For the Opp. Party.—None.

INDUSTRY : Coal

STATE : Bihar

Dated, the 21st June, 1980

AWARD

This is a Complaint U/S 33-A of the Industrial Disputes Act 14 of 1947 by a workman concerned in the Industrial Dispute which is the subject matter of Reference No. 18 of 1978 pending on the file of this Tribunal.

2. Briefly the averments made in the complaint petition are that the complaint was involved in a case of assault on another worker by name Khedan Saw. The incident is said to have taken place on 15-9-79 in the morning shift. To the charge-sheet issued to the complainant, he pleaded that he was the victim of the assault at the hands of Khedan Saw. The respondent, Management filed a written statement pleading inter-alia that this complaint is not maintainable during the pendency of the enquiry proceedings. They assert that the enquiry proceeding are still pending.

On 21-6-80 Sri B. N. Sharma filed a memo seeking the Court's permission to withdraw this complaint petition without prejudice to the merits of the case. The memo is recorded.

This complaint petition is accordingly dismissed having been withdrawn.

Sd/-

P. RAMAKRISHNA, Presiding Officer

[No. L-20025/(8) 80-D III(A)]

S.H.S IYER, Desk Officer.

नई दिल्ली, 16 जुलाई, 1980

का० आ० 2064.—मैसर्स होली फेमिली हॉस्पिटल, जामियानगर, नई दिल्ली-110025 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिनियम विधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए प्रार्थना किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक अधिवाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सम्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसूची है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 नवम्बर, 1979 से उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रारंभिक अधिनियम विधि प्रायुक्त, दिल्ली को ऐसी विवरणियां भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति से 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम का धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निदिष्ट करे।

3. समूह बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का संवाय प्राविष्टी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुसूचित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रतिलिखित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी अधिनियम विधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की अधिनियम विधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम पुराने दर्जे करेगा और उसकी बाबत प्रावश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमत्त हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो उस कर्मचारी की वशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन बिना नहीं किया जाए और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना बुद्धिकोण स्पष्ट करने का मुक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द कर दी जाएगी।

11. यदि नियोजक, प्रीमियम के संदाय, भ्रांति में कोई व्यतिक्रम करता है तो, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों के, जो वह छूट न दी जाने की वशा में उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तराधिकार नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक आप्रान

इस मामले में पूर्वापेक्षी प्रभाव से छूट बेनी आवश्यक हो गई है क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्यवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से स्कीम के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० 35014/51/77-सी०एफ०-2]

New Delhi the 16th July, 1980

S.O. 2064.—Whereas Messrs Holy Family Hospital, Jamia Nagar, New Delhi-110025 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from the 1st day of November, 1977, the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption shall be liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under this said Scheme but for grant of this exemption, will be that of the employer.

12. Upon death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within seven days of

the receipt of the sum assured from the Life Insurance Corporation of India.

Explanatory Memorandum

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S. 35014(51)/77PFI]

नई दिल्ली, 17 जुलाई, 1980

का० प्रा० 2065—मैसर्स 507, धार्मी बेस वर्कशॉप (थल सेना बेस वर्कशॉप) कनकिनारा (पश्चिम बंगाल) (जिसे इसके पश्चात् उक्त प्रतिष्ठान कहा गया है) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 17 की उप धारा (1क) के अधीन कर्मचारी कुटुम्ब पेंशन स्कीम, 1971 से छूट के लिए आवेदन किया है ;

और केन्द्रीय सरकार की राय में उक्त प्रतिष्ठान के कर्मचारियों पर लागू केन्द्रीय सरकार की कुटुम्ब पेंशन स्कीम, 1964 के अधीन कुटुम्ब पेंशन के रूप में ऐसे कर्मचारियों को प्राप्त फायदे उन फायदों से कम नहीं हैं जो उक्त अधिनियम और कर्मचारी कुटुम्ब पेंशन स्कीम, 1971 के अधीन उसी प्रकार के किसी अन्य स्थापन के कर्मचारियों के लिए उपबन्धित किए गए हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप धारा (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और यहां नीचे विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त प्रतिष्ठान को कर्मचारी कुटुम्ब पेंशन स्कीम के उपबन्धों के प्रवर्तन से छूट देती है ;

शर्तें

- (1) नियोजक छूट के पश्चात् किसी समय केन्द्रीय सरकार की इजाजत के बिना कुटुम्ब पेंशन के रूप में प्राप्त फायदों की मात्रा को बढ़ा नहीं सकेगा ।
- (2) नियोजक ऐसे लेखे रखेगा, ऐसे विवरण प्रस्तुत करेगा और निरीक्षण के लिए ऐसी सुविधाएं देगा जिसका निर्देश केन्द्रीय सरकार समय-समय पर दे ।
- (3) उक्त प्रतिष्ठान की कुटुम्ब पेंशन स्कीम की व्यवस्था में, जिसमें लेखे रखना, लेखा और विवरण प्रस्तुत करना, लेखों का अंतरण शामिल है, सन्निहित सारा व्यय नियोजक द्वारा वहन किया जाएगा ।
- (4) नियोजक उक्त प्रतिष्ठान के नोटिस बोर्ड पर केन्द्रीय सरकार द्वारा अनुमोदित उक्त प्रतिष्ठान की कुटुम्ब पेंशन योजना के यथासंशोधित नियमों की एक प्रति लगाएगा । वह उसके साथ अधिकांश कर्मचारियों द्वारा समझी जाने वाली भाषा में उसकी मुख्य-मुख्य बातें भी लगाएगा ।
- (5) केन्द्रीय भविष्य निधि आयुक्त के पूर्ण अनुमति के बिना प्रतिष्ठान की कुटुम्ब पेंशन स्कीम के नियमों में कोई संशोधन नहीं किया जाएगा । जहां किसी संशोधन से कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां केन्द्रीय भविष्य निधि आयुक्त अपनी अनुमति देने से पहले कर्मचारियों की अपनी दृष्टिकोण स्पष्ट करने का पर्याप्त अवसर देगा ।

[फाइल सं० एम०-35014/2/80-एफ०पी०जी०]

हमराज छाबड़ा,
उप-सचिव

New Delhi, the 17th July, 1980

S.O. 2065.—Whereas the M/s. 507, Army Base Workshop (Thal Sena Base Workshop) Kankinara (West Bengal) (hereinafter referred to as the said establishment) has applied for exemption, from Employees' Family Pension Scheme, 1971 under sub-section (1A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952);

And whereas, in the opinion of the Central Government the benefits in the nature of Family Pension under the Central Government Family Pension Scheme, 1964 and applicable to the employees of the said establishment are not less favourable to such employees than the benefits provided under the said Act, and the Employees' Family Pension Scheme, 1971 to employees in any other establishment of a similar nature;

Now, therefore, in exercise of the powers conferred by sub-section (1A) of section 17 of the said Act, and subject to the conditions specified hereunder, the Central Government hereby exempts the said Establishment from the operation of all the provisions of the Employees' Family Pension Scheme :—

Conditions :

- (i) The employer shall not, at any time after exemption, without the leave of the Central Government, reduce the quantum of benefits in the nature of family pension.
- (ii) The employer shall maintain such accounts, submit such returns and provide for such facility for inspection as the Central Government may from time to time direct.
- (iii) All expenses involved in the administration of the family pension scheme of the said establishment including maintenance of accounts, submission of accounts and returns, transfer of accounts shall be borne by the employer.
- (iv) The employer shall display on the notice board of the establishment a copy of the rules incorporating therein all amendments, if any, of the family pension scheme of the said establishment as approved by the Central Government along with a translation of the salient features in a language understood by the majority of the employees.
- (v) No amendment of the rules of the family pension scheme of the Establishment shall be made without the previous approval of the Central Provident Fund Commissioner. Where any amendment is likely to affect the interests of the employees adversely the Central Provident Fund Commissioner shall, before giving his approval give a reasonable opportunity to the employees to explain their point of view.

[File No. S. 35014/2/80-FPG.]

HANS RAJ CHHABRA, Dy. Secy.

नई दिल्ली, 21 जुलाई, 1980

का० प्रा० 2066.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 19 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के श्रम मंत्रालय की अधिमूचना सं० का० प्रा० 269, तारीख 11 जून, 1978 का निम्नलिखित और संशोधन करती है, अर्थात् —

पैरा (क) और पैरा (ख) के स्थान पर निम्नलिखित पैरा रखे जाएंगे अर्थात् —

“(क) प्रादेशिक भविष्य निधि आयुक्त कार्यालय में, विनाय मुष्ठा लिपिक, आशुलिपिक (ज्येष्ठ), हिन्दी अनुवादक (श्रेणी II), उच्च श्रेणी लिपिक और आशुलिपिक (कनिष्ठ) की भावत, केन्द्रीय भविष्य निधि आयुक्त द्वारा, और

(ख) अपने-अपने कार्यालयों में मुख्य लिपिक, आधुनिक (ज्येष्ठ), हिन्दी अनुवादक (श्रेणी II), उच्च श्रेणी लिपिक, और आधुनिक (कनिष्ठ) की बाबत, प्रादेशिक भविष्य निधि आयुक्त द्वारा ।

[सं० ए-36019/2/79-पी०एफ० I]

New Delhi, the 21st July, 1980

S.O. 2066.—In exercise of the powers conferred by clause (a) of section 19 of the Employees' Provident Fund and Miscellaneous Provisions, Act, 1952 (19 of 1952) the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 269, dated the 11th January, 1978, namely :—

For the paragraphs (a) and (b), the following paragraphs shall be substituted, namely :—

“(a) the Central Provident Fund Commissioner except in respect of Head Clerk, Stenographer (Senior), Hindi Translator (Grade II), Upper Division Clerk and Stenographer (Junior) in the Office of the Regional Provident Fund Commissioner, and

(b) the Regional Provident Fund Commissioners in respect of Head Clerk, Stenographer (Senior), Hindi Translator (Grade II), Upper Division Clerk and Stenographer (Junior) in their respective offices.”

[No. A. 36019/2/79-PF.I]

नई दिल्ली, 23 जुलाई, 1980

का० आ० 2067.—सैमस कलकत्ता इलेक्ट्रिक सप्लाय कारपोरेशन लिमिटेड, विक्टोरिया हाउस, चौरंगी स्क्वायर, कलकत्ता, (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक् अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप से सम्बन्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायधन अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 जनवरी, 1978 से उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पश्चिमी बंगाल, कलकत्ता को ऐसी विवरणियां भेजेगा, ऐसे लेखा रश्मेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति से 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निर्दिष्ट करे।

3. समूह बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाधियों का रखा जाना, निरीक्षणों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाधियों का अंतरण, निरीक्षण प्रमाणों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

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4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पढ़ने से सदस्य है, उक्त स्थापन में नियोजित किया जाता है, तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उल्लेख फायदे बढ़ाये जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर हम स्कीम के अधीन संदेय रकम उस रकम से कम है जो उस कर्मचारी की वशा में संदेय होती है जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकूल के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पश्चिमी बंगाल, कलकत्ता के पूर्व अनुमोदन बिना नहीं किया जाएगा और जहां किसी संशोधन के कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द कर दी जाएगी।

11. यदि नियोजक, प्रीमियम के संदाय, आदि में कोई व्यतिक्रम करता है तो, उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों के, जो वह छूट न दी जाने की दशा में उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, हम स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मातृ दिव के भीतर सुनिश्चित करेगा।

व्याख्यात्मक शापन

हम मामले में पूर्वापेक्षी प्रभाव से छूट देने आवश्यक हो गई है क्योंकि छूट के लिए प्राप्त आवेदन पत्र की कार्यवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[संख्या एस 35014/10/78-पी०एफ०-2]

New Delhi, the 23rd July, 1980

S.O. 2067.—Whereas Messrs Calcutta Electric Supply Corporation Limited, Victoria House, Chowringhi Square, Calcutta. (hereinafter referred to as the said establishment) have

applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts with effect from 1st January 1978 the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal, Calcutta, maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of Accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc., shall be borne by the employer.

4. The employer shall display on the notice board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the Majority of the employees.

5. Where an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said scheme, the employer shall pay the difference to the legal heir or nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal, Calcutta, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc. the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it in any case within seven days of the receipt of the sum assured from the Life Insurance Corporation of India.

Explanatory Memorandum

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not effect the interest of anybody adversely.

[N.O S-35014(10)/78-PF. II]

कां० भा० 2068.—मैसर्स रोहित सिन्स लिमिटेड, खोखरा, मोहमदाबाद, अहमदाबाद (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक् अभिदाय या प्रीमियम का भंडाव किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों के अधिक अनुकूल हैं जो कर्मचारी निषेध सम्बन्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुकूल है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसके उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 मार्च, 1979 से उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात, अहमदाबाद को ऐसी विवरणियां भेजेगा, जैसे लेखा रखवा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति से 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निर्दिष्ट करें।

3. समूह बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का भंडाव लेखाओं का अंतरण, निरीक्षण प्रश्नों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, मैसर्स रोहित सिन्स लिमिटेड में नियोजित किया जाता है तो, नियोजक समूह बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित

दर्ज करेगा और उसकी बाबत आदश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुत्तम हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उरा रकम से कम है जो उस कर्मचारी की दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस या नाम निर्देशित को प्राधिकार के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त गुजरात, यहवदाद, के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यूनियनक अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन करने अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रद्द कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द कर दी जाएगी।

11. यदि नियोजक, प्रीमियम के संदाय, यावि में कोई व्यतिक्रम करता है तो, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों के, जो वह छूट न दी जाने की दशा में उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक भाषण

इस मामले में पूर्वपिणी प्रभाव से छूट देनी आवश्यक हो गई है क्योंकि कि छूट के लिये प्राप्त आवेदन पत्र की कार्रवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वपिणी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं 35014/22/79-पी एफ-2]

S.O. 2068.—Whereas Messrs Rohit Mills Limited, Khokhara Mohmedabad, Ahmedabad (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked

Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from 1st March, 1979, the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, Ahmedabad, maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of a employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir or nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc. the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon death of the member covered under the Scheme the employer in relation to the said establishment shall ensure

prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within seven days of the receipt of the sum assured from the Life Insurance Corporation of India.

Explanatory Memorandum

It has become necessary to given retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S. 35014(22)79-PF. II]

का०शा० 2069.—मैसर्स दि मध्य प्रदेश इण्डस्ट्रीज कार्पोरेशन लिमिटेड, 'पंचानन', प्रथम मंजिल, मालवीय नगर, भोपाल, जिसके अन्तर्गत उसके एकक और शाखाएँ भी हैं, अर्थात् (1) रतलाम अल्कोहल एण्ड कार्बनडाईऑक्साइड प्लांट, रतलाम, (2) ग्वालियर लेबर फैक्टरी, मोरार, ग्वालियर, (3) ग्वालियर पोटर्रीज, पोटर्रीज रोड, कैम्प, ग्वालियर, (4) ब्रुश एण्ड स्पोर्ट्स इण्डस्ट्रीज, 4-इंडस्ट्रियल इस्टेट बिरसा नगर, ग्वालियर-4, (5) साइकिल इण्डस्ट्रीज, जागरा मुम्बई रोड, गुना, (6) देवास इलेक्ट्रिकल्स, बालगढ़, मिल एरिया, देवास, (7) इंजीनियरिंग वर्क्स, 60 बाजो बाग, इंदौर-2 (8) टिम्बर ट्रीटमेंट प्लांट, इंडस्ट्रियल इस्टेट, पोलो बांड, इंदौर-3, (9) अम्बेला इण्डस्ट्रीज, रसलपुरा, महु (मध्य प्रदेश), (10) मेटलवर्क्स, लाईब्रॉन्डा, सागर रोड, बिदिशा, (11) एग्रिकल्चरल इम्प्लीमेंट्स फैक्टरी, आर०आई०पी० नीमर टैक्नाइल्स लिमिटेड सामने, इंदौर रोड, खडवा, (12) एग्रिकल्चरल इम्प्लीमेंट्स फैक्टरी, आर०आई०पी० 73 इण्डस्ट्रियल इस्टेट, के सामने, नंदिनी रोड, भिलाई, (मध्य प्रदेश), (13) फर्नीचर वर्क्स इण्डस्ट्रियल इस्टेट, अछरसाल, जबलपुर (मध्य प्रदेश), (14) फर्नीचर वर्क्स अमानपुर (रायपुर), (15) भोपाल उद्योग, जिंसी रोड, जहांगीराबाद, भोपाल (16) मध्य प्रदेश स्टेट इंडस्ट्रीज कार्पोरेशन लिमिटेड, "प्रधान कार्यालय" "पंचानन" पहली मंजिल मालवीय नगर, भोपाल 3 और (17) संपर्क अधिकारी, मध्य प्रदेश एस आई सी संपर्क कार्यालय 3 बी-अमीरोपुरा पहली गली, कलकत्ता-19 (पश्चिमी बंगाल) जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 है की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सम्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 1 अगस्त, 1976 से उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, मध्य प्रदेश, इंदौर को ऐसी विवरणिया भेजेगा, ऐसे लेखा रखेगा, और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति से 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, समय समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निर्दिष्ट करे।

3. समूह बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत, लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अंतरण, निरीक्षण प्रभावों का संदाय आदि भी है। होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो नियोजक समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन नदेय रकम उस रकम से कम है जो उस कर्मचारी की वशा में मरने वाली जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस या नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त मध्य प्रदेश इंदौर के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तियुक्त अवसर देगा।

(9) यदि किसी कारण वश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो, यह छूट रद्द कर दी जाएगी।

(10) यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पानिमी की व्यवगत हो जाने बिना जाता है तो, छूट रद्द कर दी जाएगी।

(11) यदि नियोजक, प्रीमियम के संदाय, आदि में कोई व्यतिक्रम करता है तो, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों के, जो वह छूट न दी जाने की वशा में उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

(12) उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशितियों विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक शायल

इस मामले में पूर्वापेक्षी प्रभाव से छूट देनी आवश्यक हो गई है। क्योंकि छूट के लिए प्राप्त आवेदन पत्र की कार्यवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० एस-35014/29/79-पी०एफ-II]

S.O. 2069.—Whereas Messrs. The Madhya Pradesh State Industries Corporation Limited, 'Panchanan', First Floor, Malviya Nagar, Bhopal-3 including its units and branches namely (1) Ratlam Alcohol and Carbon-di-Oxide Plant, Ratlam, (2) Gwalior Leather Factory, Morar, Gwalior, (3) Gwalior Potteries, Potteries Road, Campoo Gwalior, (4) Brush and Sports Industries, 4-Industrial Estate, Birlanagar, Gwalior-4, (5) Cycle Industries, Agra Bombay Road, Guna, (6) Dewas Electricals, Balgarh, Mill Area, Dewas, (7) Engineering Works, 60-Bazi Bagh, Indore-2, (8) Timber Treatment Plant, Industrial Estate, Pologround, Indore-3, (9) Umbrella Industries, Resalpur, Mhow (Madhya Pradesh), (10) Metal Works, Tyonda Sagar Road, Vidisha (11) Agricultural Implements Factory, RIP, Opposite Nimar Textiles Limited, Indore Road, Khandwa, (12) Agricultural Implements Factory, RIP, Opposite 73-Industrial Estate, Nandini Road, Bhilai (Madhya Pradesh) (13) Furniture Works, Industrial Estate, Adhartal, Jabalpur (Madhya Pradesh), (14) Furniture Works Abhanpur (Raipur), (15) Bhopal Udyog, Jhansi Road Johangirabad, Bhopal, (16) Madhya Pradesh State Industries Corporation Limited, "Head Office" 'Panchanan' 1st Floor, Malviya Nagar, Bhopal-3 and (17) Liaison Officer, Madhya Pradesh SIC Liaison Office, 3-B, Ahiripukur, 1st Lane, Calcutta-19 (West Bengal) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme with effect from the first day of August, 1976.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, Indore, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh, Indore and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme but for grant of this exemption, shall be that of ready adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc. the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

Explanatory Memorandum

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant exemption with retrospective effect will not effect the interest of any body adversely.

[No. S. 35014/29/79-PF.11]

का० प्र० 2070—मैसर्स हुकम खन्द मिल्स लिमिटेड, पो० ब० नं० 107 इंदौर-452001 (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2 क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई प्रयुक्त अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप से सम्बद्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 दिसम्बर 1979 से 30 नवम्बर, 1981 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, मध्य प्रदेश को ऐसी विवरणिया भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक माम की समाप्ति से 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, समय-समय पर

उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निर्दिष्ट करे।

3 समूह बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा गया, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संशय आदि भी हैं, होने वाले सभी कार्यों का बहुत नियोजक द्वारा किया जाएगा।

4 नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिकृत हो, तो उक्त स्कीम के अधीन अनुमति है।

7 समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो उस कर्मचारी की दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नाम निर्देशिका को अधिकतर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8 समूह बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो सके, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रद्द कर दी जाएगी।

10 यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपन्न हो जाने दिया जाता है तो, छूट रद्द कर दी जाएगी।

11 यदि नियोजक, प्रीमियम के संदाय आदि में कोई व्यतिरिक्त करना है तो, उन मृत सदस्यों के नाम निर्देशिकाओं या विधिक वारिसों के, जो वह छूट न दी जाने की दशा में उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशिकाओं/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर भुतिविजन करेगा।

व्याख्यात्मक तालिका

इस मामले में पूर्ववर्ती प्रभाव से छूट देनी आवश्यक हो गई है क्योंकि छूट के लिए प्राप्त आवेदन पत्र की कार्यवाही पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्ववर्ती प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० एम०-35014(64)/80-पी० एफ० II]

S.O. 2070.—Whereas Messrs Hukum Chand Mills Limited P. B. No. 107, Indore-425001 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from the 1st December, 1979, and upto the 30th November, 1981 the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S. 35014/64/80-P.F. II]

क्र० प्र० 2071 — मैसर्स आर० एम० इंजीनियरिंग वर्क्स, 4, जी आई सी. औद्योगिक क्षेत्र, वाटवा, अहमदाबाद, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक् अधिदाय, या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहा है और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप से सम्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हीं अनुज्ञेय हैं।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 मार्च, 1979 से 28 फरवरी, 1981 तक उक्त स्कीम के सभी उपबन्धों के प्रयोजन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात अहमदाबाद को ऐसी विवरणियाँ भेजेगा, ऐसे लेखा रजिस्ट्रार निरीक्षण के लिए ऐसी गतिधाराएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति से 15 दिन के भीतर सहाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन निर्दिष्ट करे।

3. समूह बीमा स्कीम के प्रसारण में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का सहाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और उन सभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पट्टे में सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी का मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो उस कर्मचारी की वशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात अहमदाबाद के पूर्व अनुमोदन बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द कर दी जाएगी।

11. यदि नियोजक, प्रीमियम के संदाय, आदि में कोई व्यक्तिगत करता है तो, उन मूल सदस्यों के नाम निर्देशितों या विधिक वारिसों के, जो वह छूट न हो जाने की वशा में उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य के मृत्यु होने पर, उसके हक्कदार नाम निर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के साथ पिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक ज्ञापन

इस मामले में पूर्वापेक्षी प्रभाव से छूट देनी आवश्यक हो गई है क्योंकि छूट के लिए प्राप्त आवेदन पत्र की कार्रवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[स० एन-35014/24/79-पी० एफ०-2]

S.O. 2071.—Whereas Messrs R. M. Engineering Works 4 GIDC, Industrial Area Vatva Ahmedabad hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefit admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from the 1st December, 1979, and upto the 28th February, 1981 the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, Ahmedabad, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective will not affect the interest of anybody adversely.

[No. S. 35014/24/79-PF. II]

कां० प्रा० 2072.—मैमसें ज़िल्ल एन्वुमिनियम लिमिटेड, 16 के० एम० टूमरूर रोड, बंगलौर, (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक् अभिवाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरोप सम्बद्ध बीमा स्कीम, 1976 जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है। के अधीन उन्हें अनुज्ञेय है ;

अतः, अथ, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए, और इससे उपायध्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 मार्च, 1978 से 28 फरवरी, 1981 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्यनिधि आयुक्त, बंगलौर को ऐसी विवरणियां भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति से 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निर्दिष्ट करें।

3. समूह बीमा स्कीम के प्रणायन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभावों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी जाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों के उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो उस कर्मचारी की वृत्ति में संदेय होती, जब यह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, बंगलूर के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द कर दी जाएगी।

11. यदि नियोजक, प्रीमियम के संदाय, आदि में कोई व्यतिक्रम करता है तो, उन मूल सवस्वों के नाम निर्देशितियों या विधिवत वारिसों के, जो वह छूट न दी जाने की वृत्ति में उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हक्दार नाम निर्देशितियों विधिवत वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक स्थापन

इस मामले में पूर्वापेक्षी प्रभाव से छूट देने आवश्यक हो गई है क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्यवाही पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० एस-35014/9/78-पी. एफ. 2]

S.O. 2072.—Where Messrs Jindal Aluminium Limited, 16 Km. Tumkur Road, Bangalore (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefit admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

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Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from 1st March, 1978 and upto the 28th February, 1981 the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bangalore maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Bangalore and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered the scheme employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-35014(9)/78. PF. II]

का० जा० 2073.—मैसर्स स्वस्तिक कनिथिंग एंड स्पिनिंग मिल्स, जी० टी० रोड वेस्ट, लुधियाना (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक् अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप के सम्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अर्जित हैं ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 फरवरी, 1979 के उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब, को ऐसी विवरणियां भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास को समाप्ति से 15 दिन के भीतर संवाद्य करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड के अधीन निश्चित करे।

3. समूह बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुसूचित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों के उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिए

समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. समूह बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो उस कर्मचारी की वधा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द कर दी जाएगी।

11. यदि निबोजक, प्रीमियम के संदाय, आदि में कोई व्यतिक्रम करता है तो, उन मूल सवस्यों के नाम निर्देशितियों या विधिक वारिसों के, जो वह छूट न दी जाने की दशा में उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्य. व्याख्यात्मक स्थापन

इस मामले में पूर्वापेक्षी प्रभाव से छूट देनी आवश्यक हो गई है क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्यवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० एस०-35014/86/79-पी०एफ०-2]

S.O. 2073.—Whereas Messrs Swastika Knitting and Spinning Mills, G. T. Road West, Ludhiana (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefit admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from 1st February, 1979 the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application

for exemption took time. However it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-35014(86)/79. P.F. II]

का० प्रा० 2074.—मैसर्स मुजल सेल्स कारपोरेशन, जी० टी० रोड, मुधियाना (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक् प्रसिद्ध या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष समूह बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 फरवरी, 1979 से और 31 जनवरी, 1981 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशित भविष्य निधि प्रायुक्त, पंजाब को ऐसी विवरणियां भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर सिद्धि करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति से 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निर्दिष्ट करें।

3. समूह बीमा के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुमान, स्थापन के सूचना-पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्स करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो उस कर्मचारी की वशा में संदेय होती जब वह उक्त स्कीम

के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, पंजाब के पूर्व अनुमोदन बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाया जाता है तो, छूट रद्द कर दी जाएगी।

11. यदि नियोजक, प्रीमियम के संशय, आदि में कोई व्यतिक्रम करता है तो, उन भूत सदस्यों के नाम निर्देशितियों या विधिक वारिसों के, जो यह छूट न दी जाने की दशा में उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक स्थापन

इस मामले में पूर्वापक्षी प्रभाव से छूट देने की आवश्यकता हो गई है क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्यवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० 35014/48/80-पी० एफ०-2]

S.O. 2074.—Whereas Messrs Munjal Sales Corporation, G.T. Road, Ludhiana-141003 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from 1st February, 1979 and upto the 31st January, 1981, the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employee, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S. 35014/48/80-PF. II]

कां० धारा 2075.—मैसर्स दि सुरत डिस्ट्रिक्ट कोऑपरेटिव बैंक लिमिटेड, पोस्ट बॉक्स नं० 232, कानपीठ, सुरत (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक् अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निश्चय सम्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 मार्च, 1979 से और 28 फरवरी, 1981 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियां भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति से 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निर्दिष्ट करें।

3. समूह बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संवाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत प्राथमिक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिये समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो उस कर्मचारी की वशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्तिगुप्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जायेगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का व्यपगत हो जाने दिया जाता है तो, छूट रद्द कर दी जायेगी।

11. यदि नियोजक, प्रीमियम के संवाय, आदि में कोई व्यतिक्रम करता है तो, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों के, जो वह छूट न दी जाने की वशा में उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उस के हकदार नाम निर्वेशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक तालिका

इस मामले में पूर्वापेक्षी प्रभाव से छूट देनी आवश्यक हो गई है क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्रवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० 35014(1)/79-पी०एफ०-2]

S.O. 2075.—Whereas Messrs The Surat District Cooperative Bank Limited, P.B. No. 232, Kanpitk, Surat, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from 1st March, 1979 and upto the 28th February, 1981, the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc, shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance.

Explanatory Memorandum

It has become necessary to give retrospective affect to the exemption in this case, as the proceeding of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S. 35014(1)/79-PF. II]

कां०धा० 2076.—मैसर्स बजाज टैम्पो लिमिटेड, एन्डर्स, पूणे-411025 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक् अधिवाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि से संबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 मितम्बर, 1979 से 31 अगस्त 1981 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, पूणे-को ऐसी विवरणियां भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर विनिर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति से 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के अन्वय (क) के अधीन विनिर्दिष्ट करें।

3. समूह बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्य की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिये समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुभोग्य हैं ।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो उस कर्मचारी की दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा ।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, पूणे, महाराष्ट्र के पूर्ण अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना

बुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जायेगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द कर दी जायेगी।

11. यदि नियोजक, प्रीमियम के संदाय, आदि में कोई व्यतिक्रम करता है तो, उन मृत सदस्यों के नाम निवेशितियों या विधिक बारिस्सों के, जो वह छूट न दी जाने की दशा में उक्त स्कीम के अन्तर्गत हों, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निवेशितियों/विधिक बारिस्सों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक तालिका

इस मामले में पूर्वपक्षी प्रभाव से छूट देने आवश्यक हो गई है क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्यवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वपक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० एस०-35014/50/80-पी०एफ०-21]

S.O. 2076.—Whereas Messrs Bajaj Tempo Limited, Akurdi Poone-411005 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Scheduled annexed hereto, the Central Government hereby exempts with effect from 1st September, 1979 and upto the 31st August 1981 the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Poone, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charge as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc., shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Poone, Maharashtra, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

Explanatory Memorandum

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-35014/50/80-P.F.II]

कां० 2077.—मैसर्स हिंदी फिल्मस प्राइवेट लिमिटेड, देवास (मध्य प्रदेश) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि से सम्बद्ध

बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रेय है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावृत्त अनुसूची में विनिर्दिष्ट भर्ती के अधीन रहते हुए, उक्त स्थापन को, 1 जनवरी, 1980 से 31 दिसम्बर, 1980 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिये ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति से 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निविष्ट करे।

3. समूह बीमा स्कीम के प्रशासन में, जिसे जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिये समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुश्रेय है।

7. समूह बीमा स्कीम में किसी बान के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो उस कर्मचारी की वशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक, कर्मचारी के विधिक वारिस नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश, के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जायगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है, तो, छूट रद्द कर दी जायगी।

11. यदि नियोजक, प्रीमियम के संदाय, आदि में कोई व्यतिक्रम करता है तो, उन मृत सदस्यों के नाम निर्देशिनियों या विधिक वारिसों के, जो वह छूट न दी जाने की वशा में उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में, नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हक्कावर नाम निर्देशिनियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक ज्ञापन

इस मामले में पूर्वापेक्षी प्रभाव से छूट देनी आवश्यक हो गई है क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्रवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० एस०-35014/67/80-पी०एफ०-2]

S.O. 2077.—Whereas Messrs Hind Filter Private Limited, Dewas (M.P) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act.)

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from 1st January, 1980 and upto 31st December, 1980 the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc., shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in

his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

Explanatory Memorandum

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest to anybody adversely.

[No. S-35014/67/80-PF. II]

कां० प्रा० 2078.—मैसर्स श्री अम्बिका मिल्स लिमिटेड, यूनिट नम्बर 3, बड़ौदा, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष से सम्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य है,

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा, प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 470 GI/80—11

1 मार्च, 1979 से 28 फरवरी, 1981 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संघ में नियोजित प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसी विवरणियां भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रयोगों का प्रयोग पत्र की समप्ति में 15 दिन के भीतर सहाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3ह) में खण्ड (क) के अधीन निर्दिष्ट करे।

3. समूह बीमा स्कीम के प्रणाल्य में, निम्नलिखित लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रयोगों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपबन्ध फायदे बढ़ाये जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन, कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हों, तो उक्त स्कीम के अधीन अनुभोग्य है।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो उस कर्मचारी की वधा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामानिर्देशितों का प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भाव्य निधि आयुक्त, अहमदाबाद के पूर्व अनुमोदन बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले बना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालीमी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द कर दी जाएगी।

11. यदि नियोजक, प्रीमियम के संदाय, आदि में कोई व्यतिक्रम करता है तो, उन मृत सदस्यों के नाम निर्देशितों या विधिक वारिसों

के, जो वह छूट न दी जाने की दशा में उक्त स्कीम के अन्तर्गत हों, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक ज्ञापन

इस मामले में पूर्वपेशी प्रभाव से छूट देनी आवश्यक हो गई है क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्यवाही पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वपेशी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[संख्या 35014/35/79-पी०एफ०-2]

S.O. 2078.—Whereas Messrs Shri Ambica Mills Limited, Unit No. 3, Baroda (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from 1st March, 1979 and upto the 28th February, 1981 the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance

Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from Life Insurance Corporation of India.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-35014/35/79-PF. II]

कां० 2078.—मैसर्स प्रयास कार्स्टिंग्स (प्राइवेट) लिमिटेड, प्लॉट नं० 3, आनंद सोनिया रोड, विट्ठल उद्योगनगर-388121 (गुजरात), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपकरण अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम के समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि से सम्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग हैं।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहने हुए, उक्त स्थापन को, 1 नवम्बर, 1979 से 31 फरवरी, 1981 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसी विवरणियां भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिए ऐसी सूविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति से 15 दिन के भीतर सहाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम का धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निर्दिष्ट करे।

3. समूह बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो उस कर्मचारी की दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, जब प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद के पूर्व अनुमोदन बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत सारोख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पानिसी को व्यपगत हो जाने दिया जाता है तो, छूट रह कर दी जाएगी।

11. यदि नियोजक, प्रीमियम के संदाय, आदि में कोई व्यतिक्रम करना है तो, उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों के, जो यह छूट न दी जाने की दशा में उक्त स्कीम के अन्तर्गत हों, बीमा फायदों के संभाव्य का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्यावसायिक स्थापन

इस मामले में पूर्ववर्ती प्रभाव से छूट देना आवश्यक हो गई है क्योंकि छूट के बिना प्राप्त अवेबल पत्र की कार्रवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्ववर्ती प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० एस-35014/82/79-पी.एफ.-2]

हंसराज छावड़ा, उप सचिव

S.O. 2079.—Whereas Messrs Prayas Castings (Private) Limited No. 3, Anand Sajitra Road, Vithal Udyognagar-388121 (Gujarat) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from 1st November, 1979 and upto the 31st October, 1981 the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-35014/82/79-PF. II]

HANS RAJ CHHABRA, Dy. Secy.

नई दिल्ली, 17 जुलाई, 1980

कां.प्र. 2080.—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उप धारा (1) द्वारा प्रयत्न शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री दीपक गुप्त को मुख्य खान निरीक्षक के अधीन निरीक्षक के रूप में नियुक्त करती है।

[सं. ए-12025/2/79-एम० I]

New Delhi, the 17th July, 1980

S.O. 2080.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri Deepak Gupta as Inspector of Mines subordinate to the Chief Inspector of Mines.

[F. No. A-12025/2/79-M.I]

नई दिल्ली, 22 जुलाई, 1980

कां.प्र. 2081.—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उप धारा (1) द्वारा प्रयत्न शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री भास्कर भट्टाचारजी को मुख्य खान निरीक्षक के अधीन निरीक्षक के रूप में नियुक्त करती है।

[सं. ए० 12025/2/78-एम० I]

जे० के० जैन, प्रवर सचिव

New Delhi, the 22nd July, 1980

S.O. 2081.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Mines Act, 1952, (35 of 1952), the Central Government hereby appoints Shri Bhaskar Bhattacharjee as Inspector of Mines subordinate to the Chief Inspector of Mines

[F. No. A-12025/2/78-M.I]

J. K. JAIN, Under Secy.

New Delhi, the 17th July, 1980

S.O. 2082.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to Sh. D. B. Naik, Launch Owner, Vasco-da-Gama (Goa) and their workmen, which was received by the Central Government on the 11th July, 1980.

BEFORE SHRI JITENDRA NARAIN SINGH, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/9 of 1978

PARTIES :

Employers in relation to Shri D. B. Naik, Launch Owner, Vasco-da-Gama, Goa.

AND

His workman Shri Suryakant Bhagwan Porob, Sailor.

Reference No. CGIT-2/10 of 1978

PARTIES :

Employers in relation to Shri D. B. Naik Launch Owner, Vasco-da-Gama, Goa.

AND

His workman Shri Laxman Bhagwan Porob, Sarang.

Reference No. CGIT-2/11 of 1978

PARTIES :

Employers in relation to Shri D. B. Naik, Launch Owner, Vasco-da-Gama, Goa.

AND

His workman Shri Domingo Noronha, Sailor.

APPEARANCES :

For the employer.—Shri D. B. Naik (Employer in person).

For the workmen—Shri Laxman Bhagwan Porob (One of the workmen in person).

Industry : Ports and Docks State : Goa, Daman and Diu. Bombay, dated the 30th June, 1980

AWARD

1. The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the Industrial Disputes Act, 1947 referred to this Tribunal the following industrial disputes for adjudication :

Reference No. CGIT-2/9 of 1978

(Ministry's Order No. L-36012(5)/78-D.IV(A) dated 4th November, 1978)

"Whether the action of Shri D. B. Naik, Owner of Launch 'Sudan', in refusing employment with effect from 17th April, 1978 to Shri Suryakant Bhagwan Porob, Sailor, is justified? If not, to what relief is the workman concerned entitled?"

Reference No. CGIT-2/10 of 1978

(Ministry's Order No. L-36012(4)/78-D.IV(A) dated 4th November, 1978)

"Whether the action of Shri D. B. Naik, Owner of Launch 'Sudan', in refusing employment with effect from 17th April, 1978 to Shri Laxman Bhagwan

Porob, Sarang, is justified? If not, to what relief is the workman concerned entitled?"

Reference No. CGIT-2/11 of 1978

(Ministry's Order No. L-36012(6)/78-D.IV(A) dated 4th November, 1978)

"Whether the action of Shri D. B. Naik, Owner of Launch 'Sudan', in refusing employment with effect from 17th April, 1978 to Shri Domingo Noronha, Sailor, is justified? If not, to what relief is the workman concerned entitled?"

2. All the three references have been taken up together as the employer as well as the cause of action is the same. The workman of Reference No. CGIT-2/10 of 1978 was working as Sarang while the workmen in Reference No. CGIT-2/9 and 11 of 1978 were working as Sailors (Khalasis) in the Launch known as 'Sudan' under Shri D. B. Naik, Launch Owner.

3. The case of the workmen is that on 16th April, 1978 while they were on duty on the aforesaid launch of the employer, the Employer came into the Launch at Major Bunder at about 3.30 P.M. and they were forcefully asked to set down from the Launch. The case of Sarang Laxman Bhagwan Porob is that he was working on the said Launch for the last 12 years without any remark while the case of the other two workmen is that they were working on it for the last 3 years. They did not know as to why their services were terminated and hence they filed a case against the owner before the Assistant Labour Commissioner (C), Vasco-da-Gama and after six or seven hearing the owner of Launch agreed to keep them again with effect from 24th June, 1978, but when they went to join the duty they were not allowed to enter into the Launch and therefore they again went to the Assistant Labour Commissioner (C), Vasco-da-Gama but, to no effect. It is submitted that their termination of service is illegal and hence they should be reinstated in service.

4. The Owner of the Launch, Shri D. B. Naik has filed written statement in all the three cases and the defence is the same. He also conducted the case personally before this Tribunal. The defence is that the Sarang Laxman Bhagwan Porob was working on Launch 'Sudan' with effect from 1st February, 1975 while the two Khalasis were working since 1975 for plying the Launch in the Port of Mormugao. It is then alleged that on 16th April, 1978 the Launch Control Office called the Sarang Shri Laxman Bhagwan Porob and other crew members and informed them that the Launch was allotted the work of plying the launch to the Dredger Mandovi II and the said business was for plying Sudan from seven hours of 17th April, 1978 for a period of one week. It is submitted that the Sarang was responsible for accepting the booking and ply the Launch along with two Khalasis but they refused to accept the booking. The Launch Control office clerk then contacted the employer on telephone and informed him about the refusal, and on getting the information the employer telephonically informed the said clerk to direct Shri Noronha to his residence. Shri Noronha came to his residence and from him he learnt that the Sarang Laxman was not prepared to ply the Launch as he had some dispute over the rate of payment of overtime allowance. He asked Shri Noronha to convey the message to these workmen that they should ply the Launch as per booking and accept the payment of overtime allowance which was prevalent. Then on the same date at 15.30 hours he went to the Major Bunder and called these workmen but the workmen replied that the overtime allowance offered to them was not acceptable to them. The employer told that the dispute regarding overtime allowance could be settled in office at Vasco-da-Gama and they should attend to the Scheduled trips. The workmen left the place and refused to take the trip. The Owner however asked them to ply the launch as the Officers of S. S. Sanjivani was stranded but the workmen refused. As the Officers of the Ship Sanjivani had already boarded the Launch he requested Shri Lorence D'Sa to make an emergency trip to Sanjivani, which was done by the said Driver.

5. It is further submitted that on the same date at 18.00 hours the workmen came to his office demanding settlement of dues as they were not interested in serving on the Launch 'Sudan'. The Owner then directed the Clerk to make the settlement papers ready and offered them their settlement

dues but they refused to accept the same and left the office, and thereafter they never reported for duty nor their whereabouts were available.

6. It is submitted that due to the refusal to ply the Launch and not accepting the booking the management lost business and suffered business to the tune of Rs. 2625. It is then submitted that on the following date necessary show cause notices were made ready calling for explanations of the workmen but the same could not be served on the workmen since their whereabouts were not known. On 20th April, 1978, the workmen came to the office of the Association and handed over letters dated 20th April, 1978 alleging wrongful termination of their services and on that very date show cause notice was served on them. The workmen filed their explanation to the show cause notice and they were also present before the Assistant Labour Commissioner (C) Vasco-da-Gama during Conciliation proceeding. It is further submitted that the workmen were informed about the dates of holding domestic enquiry but they failed to attend the same and the Enquiry proceedings were held ex-parte against them holding them guilty of the misconduct. The report of the Enquiry Officer was accepted by the management who issued another show cause notice but no reply was received. Hence the workmen were informed on 25th July, 1978 that their services stand terminated from 17th April, 1978 i.e. the date they had abandoned the launch and absconding from that date. It is also submitted that the workmen also accepted their final settlement dues from the employer. It is also stated that these workmen are working with other employers and they are not out of employment. The termination of service according to the management was due to the misconduct for which a proper domestic enquiry was held and they are not entitled to any relief.

7. Point for consideration is whether the action of the Owner of the Launch in refusing employment to these workmen with effect from 17th April, 1978 is justified? If not to what relief the workmen are entitled to?

8. From the facts mentioned above it will appear that according to these workmen they were forced to leave the Launch Sudan and their services were terminated illegally while according to the employer these workmen refused to accept booking of business and left the Launch voluntarily thus causing loss of business to the employer which amounted to misconduct. According to the employer a domestic enquiry was held against these workmen which was just and proper.

9. It is therefore to be seen whether the alleged domestic enquiry was just proper and whether these workmen were given reasonable opportunity to defend themselves and whether the alleged finding of the Enquiry Officer is based on prime facie evidence.

10. Two of the workmen viz. Laxman Bhagwan Porob and Suryakant Bhagwan Porob examined themselves and they have admitted that they had received some letters but they have stated that when they went to attend the enquiry proceedings no Enquiry Officer was present and hence they returned back. Some acknowledgements have been filed to show that some letters were received by these workmen. Besides the above acknowledgements certain copies of letters have also been filed. The management has also filed the enquiry report of Shri S. N. N. Karmali Advocate who according to the management was appointed as Enquiry Officer. No other documents e.g. evidence of witnesses or order sheets have been filed to show that the enquiry was just and proper and reasonable opportunity was given to the workmen. In the absence of the deposition of the witnesses purported to have been examined before the Enquiry Officer it is very difficult to hold as to whether there was prima facie evidence before the Enquiry Officer to hold them guilty of the charges framed against them. In the absence of the deposition of the said witnesses it cannot be held that the alleged enquiry report is based on prima facie evidence and there is no evidence on record to prove any charge against the workmen. In the absence of any material evidence in this case it must be held that the enquiry was not proper and there was no prima facie evidence before the Enquiry Officer to hold these workmen guilty of the charge of misconduct. I accordingly hold that the enquiry was not just and proper and there was no prima facie evidence against the workmen to hold them guilty of the charges as alleged by the workmen.

11. It is next to be seen as to whether the evidence adduced before this Tribunal is sufficient to hold these workmen guilty of misconduct of refusing to work on the Launch and refusing to take contract. Out of the three workmen two namely Laxman Bhagwan Porob and Suryakant Bhagwan Porob have examined themselves. MW-1 is Shri Laxman Bhagwan Porob, who was working as Sarang. He has stated that on 16-4-1978 the Owner called him to his house at 3.30 P.M. and told him that his services were no longer required and his services were terminated. He has further stated that his services were illegally terminated though the Owner assured him that he would retain him in service but he never did it.

12. WW-2 Shri Suryakant Bhagwan Porob has stated that he was asked to get down from the Launch and was removed from service. He has denied the allegation that he refused to work and disobeyed the management. He has further stated that the owner himself came to him and asked him to get down from the Launch. There is nothing in their cross-examination to discredit their testimony.

13. As against these the Owner has examined three witnesses. It may be mentioned that though the Owner Shri D. B. Naik himself cross-examined the workmen he did not care to come to the witness box and support his case. Further, from his written statement it will appear that one Shri Noronha had come to his residence but the workman has not presented himself before this Court. MW-1 is Shri John Lawrence Diza who claims himself to be the driver of Launch Sudan. He has stated on 16-4-1978 the business was assigned to this Launch. These workers were formerly working on better wages but they were reduced and hence these workmen refused to work without overtime. According to him these workmen were not prepared to accept the business unless they got overtime. He, therefore, took a trip on the 16th and thereafter he anchored the Launch as there was no Captain on it. It is however suggested to him that he never worked as a Driver of this Launch. According to him he also left the service 2 or 3 days after the incident because he also wanted overtime allowance which was not given. According to the workmen this witness was asked to work on 16-4-1978 as a Driver of the Launch and in his presence the workmen were asked to get down.

14. MW-2 is the Clerk of Mormugao Launch Association. He has stated that the business was offered to Captain Laxman B. Porob but he refused to accept it and then he informed Shri Naik about it. In his cross-examination he has admitted that he was not aware whether the work was performed on 16-4-1978. He was also not aware whether these workmen refused to work on the Launch.

15. MW-3 is Shri Kaitan Rodrigue. He has also got Launch business. He has stated that he went to Major Bunder along with Shri Naik and found that this Launch was coming to the Major Bunder from the Harbour. When the Launch was fastened to the jetty Shri Naik called its Captain Laxman and asked him as to why he had refused to work for 17-4-1978, on which Shri Laxman told him that he would not undertake the work as there was some trouble regarding overtime allowance. According to him the Captain refused to take the Trip on 16-4-1978 and hence the Driver MW-1 was asked to take the trip and the concerned workmen left the Launch. This witness is cousin of MW-1. From his cross-examination it will appear that MW-1 claims to be owner of a Fishing boat previously which he sold and he is now owner of a Passenger Launch. It is admitted that MW-1 had a fishing launch of his own at the relevant time. It looks rather unnatural that when MW-1 had his own Launch he would be working as a Driver of a launch of the present employer. According to the workmen MW-1 had only loaned his name for registration of the Launch 'Sudan' but he never worked as its Driver. It was urged on behalf of the workmen that for registration of Launch a licensed Driver is necessary and there is a practice that some licensed Driver only loan their names for registration of Launch but they never work as their Driver. This witness is not in a position to say what happened on 17-4-1978. It was suggested to this witness that the workmen were asked to get down from the Launch and MW-1 was brought to make the trip. This witness doing the same business is naturally interested in the management. MW-1 is his close relation. The best witness would have been the owner himself but he did not care to examine himself. No document has also been filed to show that MW-1 was working as Driver

of the Launch in view of specific denial of the workmen that MW-1 never worked on this Launch and that he was employed only on 16-4-1978 when they were forcibly asked to get down from the Launch. Thus before this Court also there is no cogent evidence worth the name to prove that these workmen voluntarily left the service. These workmen have categorically stated that they never refused to work and they were ready to take the trip.

16. Considering the entire evidence I hold that the termination of services of these workmen by the Owner was illegal and unjustified and the Owner was not justified in refusing employment to them.

17. The next question is as to what relief these workmen are entitled to? Shri Laxman Bhagwan Porob was working as Captain while the other two were working as Khalasis. Captain is in-charge of the Launch and in view of the strained relationship between the parties it will not be proper to order reinstatement of these workmen under the employer as the employer naturally would not like to put the Launch in charge of person with strained relationship. In the circumstances the question of reinstatement does not arise.

18. According to the owner these workmen have got employment elsewhere. Shri Laxman Bhagwan Porob has filed Ex. W-1 to show that he is working under the present employer since 2-2-1971 as a Sarang and the other two workmen are employed under the present employer for the last three years. Ends of justice will be met if these workmen are granted retrenchment compensation as according to the employer they are employed elsewhere.

19. The owner is accordingly ordered to pay three months wages as retrenchment compensation to the Khalasis viz. Suryakant Bhagwan Porob (Reference No. CGIT-2/9 of 1978) and Shri Domingo Noronha (Reference No. CGIT-2/11 of 1978) and six months wages as compensation to the Sarang Shri Laxman Bhagwan Porob (Reference No. CGIT-2/10 of 1978). The said amount must be paid within three months from the date of this Award.

Award is given accordingly.

No order as to costs.

JITENDRA NARAYAN SINGH, Presiding Officer

[No. L-36012/4/78-D-IV(A)]

NAND LAL, Desk Officer

New Delhi, the 18th July, 1980

S.O. 2083.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, Nagpur and their workmen, which was received by the Central Government on the 16th July, 1980.

BEFORE SHRI A. G. QURESHI, M.A., LL.B., PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(52)/1978

PARTIES :

Employers in relation to the management of Western Coalfields Limited, Nagpur and their workmen.

APPEARANCES :

For workman—Shri S. P. Chaurasia, Advocate

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : W.C.L. DISTRICT : Nagpur (M.S.)

AWARD

The Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication, vide its order No. L-18012(p)/78-D-IV(B), dated 19th October, 1978 :—

"Whether the action of the management of Western Coalfields Limited Nagpur in terminating the service of Smt Shantibai, W/o Laxman Nagose, Attendant, Guest House, New Majri Colliery of Western

Coalfields Limited, Nagpur with effect from 13-12-75 is justified? If not, to what relief is the concerned workman entitled?"

2. The case of the workman in short is that she was working with the management of New Majri Colliery, Nagpur, which prior to the nationalisation in January 1973, belonged to M/s. S. D. Sethia Mining and Manufacturing Co. Limited. She was getting a monthly salary of Rs. 100 and worked in the office Guest House and other establishment of the said Mining and Manufacturing Company situated at Nagpur. After the nationalisation not only that her service was not effected in terms of the provisions contained in Coal Mines Nationalisation Act, but she actually continued to work at the same place in Sethia Bhawan and other premises belonging to the Western Coalfields Limited, a public sector undertaking registered under the Company's Act. Thus the services of the workman were continued by the present management after the take over. The workman was a member of the Coal Mines Provident Fund and was receiving bonus.

3. According to the workman she was not being given the wages of regular Category I workman, though she had received bonus for the years 1973-74 and 1974-75. She used to demand her rightful wages in terms of what was prevailing in the coal industry then. Instead of considering her demands, the present management dismissed her from services on 13-12-1975 without holding any departmental enquiry or giving any notice. As the termination order dated 13-12-1975 is illegal and wrongful, the workman is entitled to reinstatement with back wages, continuity of service and all other benefits to which the workman may be held entitled.

4. The management in its written statement has averred that the Western Coalfields Limited is a Company registered under the Company's Act with Headquarters at Nagpur. It owns various coalfields in M.P., Orissa and Maharashtra. Prior to the notification of the Coal Mines under the Coal Mines Nationalisation Act 1973, there were various private coal mines in India. M/s. Sethia Mining and Manufacturing Company Ltd. owned, amongst others New Majri Colliery in the State of Maharashtra. M/s. Sethia Mining and Manufacturing Company had various other establishment concerns and industries. Shri S. D. Sethia and Company (P) Ltd. owned building known as Sethia Bhawan in Giripeth Nagpur. This building was being used by M/s. Sethia and Company (P) Ltd. for its office and Guest House. This building was neither a part nor a portion of New Majri Colliery. In fact when M/s. Sethia Mining and Manufacturing Co. Ltd. submitted a list of property owned by it for the purposes of take over and otherwise, Sethia Bhawan Nagpur was not shown as the property of the Colliery. In fact and in law the building belonged to M/s. S. D. Sethia and Company (P) Ltd.

5. It has been further averred that Smt. Shantibai was working as a Maid servant in the Guest House of M/s. Sethia and Company (P) Ltd. situated in Sethia Bhawan. The Guest House was given by M/s. Sethia and Company to Western Coalfields Limited on rent. Since Smt. Shantibai was working as a maid servant in that Guest House, she was at her own request permitted to continue as a Maid Servant, even when the Guest House was taken on rent by the Western Coalfields Limited. She was never employed in the Mining industry. Wage Board recommendations were never made applicable to her and Smt. Shantibai never put a claim for Wage Board recommendations. She was only a part time employee at the Guest House and there was no understanding or agreement that she will be given employment when the present management vacated the Guest House.

6. The management has also raised an objection about the competency of the Central Government to make a reference to this Tribunal on the ground that Smt. Shantibai was an employee employed in the Guest House. She was working at a place which was not even situated in the mining area. Since Smt. Shantibai was not employed in the mine and even otherwise not employed in any premises which is defined as a mine under the Coal Mines Nationalisation Act, 1973. She was not entitled to any protection under the said Act. Even then, the present management gave Smt. Shantibai a part time job at its Guest House in the building rented by it. The job was given on purely temporary basis and it does not give any right to Smt. Shantibai to claim the regularisation. In the end it has again been averred that as the Central Government was not competent to refer the dispute to this Tribunal, this Tribunal has no jurisdiction to adjudicate upon it.

7. On the above pleading of the parties the first question which falls for consideration is, whether Smt. Shantibai was an employee of the Mine at the time of her termination from the services of the Guest House. If not, whether this Tribunal has jurisdiction to decide this dispute?

In support of her claim Smt. Shantibai has examined herself. She states that prior to the nationalisation of the coal industry she was working at the Sethia Bhawan belonging to Shri Madhusudan Sethia. He was the owner of the Coal Mines through a Company and Sethia Bhawan was used as office and Guest House of the Company. The office and the Guest House was for the coal mining industry. As a result of the nationalisation of the coal mines Sethia Bhawan was taken over by the Western Coalfields Limited and she worked as a Maid Servant for three years after the nationalisation. She used to clean the office premises, prepare tea and fill the water etc. Seven persons were working in Sethia Bhawan at the time of nationalisation and they all continued in the service of the Western Coalfields Limited. Despite her dismissal from the service, the other servants continued to work with the Western Coalfields Limited. She was neither served with any notice of termination nor was paid wages for one month and 13 days. While in the employment of Western Coalfields Limited she was getting bonus and the management deducted Provident Fund.

In cross-examination she states that she did not get any appointment letter either by Shri Sethia or by the Western Coalfields Ltd. Shri Sethia has sold the Sethia Bhawan now. She was stopped from work from the date, the office shifted from Sethia Bhawan to Bogre Bhawan.

8. From the aforesaid statement of Smt. Shantibai itself, it is clear that the Sethia Bhawan has been sold by Shri Sethia to some party. She was serving at the Sethia Bhawan as a Maid Servant before the nationalisation in the employment of the erstwhile owner. After nationalisation she continued to work for the Western Coalfields Limited because the Western Coalfields Limited had its office and Guest House in Sethia Bhawan.

9. The witness for the management Shri K. C. Sharma who is the Senior Administrative Officer of Western Coalfields Limited, states that Smt. Shantibai was Working at the Guest House of M/s. Sethia and Company (P) Ltd. situated at Nagpur before the nationalisation M/s. Sethia and Company had coal mines viz. New Majri Colliery, which were in Chanda area, which is situated at a distance of 180 Kms. from Nagpur. The guest house building was taken on rent by the Western Coalfields Limited some-time in 1974 and the building was vacated during 1975. When the Western Coalfields Limited took the building of the guest house on rent, it allowed Smt. Shantibai to continue as a part time bearer in the guest house at her own request. When the Western Coalfields Ltd. vacated the building belonging to Shri Sethia Smt. Shantibai was informed that her services were no more required. But Smt. Shantibai again requested that she may be continued for some more time till she may seek an alternative job. So, she was allowed to continue for a month or so and then was discontinued from work. The building belonging to Shri Sethia and named as Sethia Bhawan was never an asset of Sethia Coal Company and therefore the property did not vest in the Western Coalfields Ltd. The Western Coalfields Ltd. had taken the building on rent from Mr. Sethia. Smt. Shantibai was never employed in the mine.

In cross-examination this witness states that the building was managed by the Sales and Marketing Section of the Western Coalfields Limited. The office of that division was on the ground floor and the Guest House was on the first floor. Had the building, Sethia Bhawan, been the property of the coal mining industry owned by M/s. Sethia and Company (P) Ltd. it would have vested in the Western Coalfields Ltd. by virtue of the provisions of the Coal Mines Nationalisation Act, 1973. The persons working at the Sethia Bhawan prior to nationalisation, whose job was connected with the mines, were retained in service; but those who were employed to work in the guest house were not continued in the service.

10. From the statement of Shri Sharma it is clear that Sethia Bhawan was not the property of M/s. Sethia and Company owning the New Majri Coal Mine, but was the personal property of Shri Sethia. That is why it did not vest in the

Western Coalfields Limited after the nationalisation of the coal mines. The Western Coalfields Limited took the building on rent for locating its office and guest house in it. As Smt. Shantibai was working as a Maid Servant in Sethia Bhawan prior to the nationalisation of the coal mines she was retained as a part time employee of the Company to work as a bearer in the guest house. Now it has to be seen whether Smt. Shantibai became an employee of the Coal Mine by virtue of her work at the guest house managed by the Western Coalfields Ltd. The Supreme Court in *Serajuddin and Company and their workmen* (1962-1-LJ 450) had considered the similar issue and has held as under :

"It is obvious that the persons employed in the Head Office wherever it may be situated cannot be said to do the mining operation with the first part of the definition. In our opinion they cannot be said to ordinarily connected in any other kind of work which is incidental to or connected with mining operation either. The work which is incidental to or connected with mining operations must have some connection with or in relation to mining operations themselves. The work that is carried on in the head office which consist particularly of sale operations really begins after the minerals are ready and all operations incidental to or connected with them is over."

In view of the above decision of the Hon'ble Supreme Court there can be no dispute that Smt. Shantibai was working at the guest house and office of the Western Coalfields Limited as a maid servant and her work being wholly unconnected with mining operation she was not an employee of the mine.

11. Shri Chaurasia learned Counsel for the workman contends that the provisions of the Coal Mines Nationalisation Act, 1973 should be invoked to treat Smt. Shantibai an employee of the mine. According to him the definition of the 'Mine' in the Coal Mines Nationalisation Act, 1973 includes the guest house and the office run for the management or liaison or sale, wherever it may have been situated. Learned Counsel has drawn my attention to sub-clause (ii) of Clause H. of Sec. 2 of the Coal Mines Nationalisation Act, 1973.

12. There is no doubt that according to the aforesaid clause, all lands and buildings wherever situated and solely used for the location or the management sale or liaison offices or for the residences of officers or staff of the mine, shall be deemed to be the mine for the purpose of the Coal Mines Nationalisation Act, 1973. But the provisions of the Coal Mines Nationalisation Act, 1973 cannot be applied to the facts of the present case, because the Coal Mines Nationalisation Act, 1973 is for the purposes of acquisition and transfer of the coal mines by the Government and the definition of the mine includes all those assets which the Parliament intended to be vested in the Government, as a result of the nationalisation of the coal mines. Had there been any dispute about the continuance of the employment of an employee of the mine as defined in the Coal Mines Nationalisation Act at the time of the nationalisations, the definition under the Coal Mines Act, 1973 of the 'Mine' could be called in aid. But in the instant case there is no dispute about the continuance of a workman working in the mine at the time of the nationalisation. Although Smt. Shantibai was working as a maid servant in the Sethia Bhawan but as Sethia Bhawan was not used solely for the management, sale or liaison office of the coal mines owned by Shri Sethia it did not vest in the Government and consequently in the Western Coalfields Ltd. When the right, title and interest of Sethia Bhawan did not vest in the Government or the Western Coalfields Ltd. the question of continuing the employees of Sethia Bhawan did not arise. Therefore, the provisions of the Coal Mines Nationalisation Act, 1973 cannot be made applicable to the facts of the present case.

13. It has already been held above that Smt. Shantibai was not an employee of the mine. It therefore follows that the Central Government is not the appropriate Government for making a reference in an industrial dispute between the management of a Mining Company and its employee whose job is not connected with the mining operation at all. In *Serajuddin and Company vs. Their Workmen* (supra), it has been held that an industrial dispute arising between an employer and its employees would be referred for adjudication by the State Government except in cases falling under Sec. 2-A(i) of the Industrial Disputes Act, 1947. The dispute between the staff of mining concerned employed at the head office being wholly

unconnected with the mining operation, the Central Government is not the appropriate authority for making a reference. The State Government was held to be the competent authority in making a reference in such cases.

14. In the light of the above dictum of the Supreme Court I agree with the contention of the management that the Central Government is not the 'appropriate Government' for making a reference in the present dispute. The Central Government as an 'appropriate Government' has constituted this Tribunal under Sec. 7A of the Industrial Disputes Act and therefore it can adjudicate upon only those disputes, in which the Central Government is competent to refer the dispute as an appropriate Government. Therefore it follows that this Tribunal has no jurisdiction to decide this dispute. An award is given accordingly.

A. G. QURESHI, Presiding Officer.

Dated 30-6-1980.

[No. L-18012(9)/78-D.IV(B)]

S. S. MEHTA, Desk Officer.

New Delhi, the 19th July, 1980

S.O. 2084.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on the 10-7-1980.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT, NEW DELHI

I. D. No. 38 of 1979

In re :

The Dy. General Secretary,
Punjab & Sind Bank Staff Union (Regd.),
Hedap Nundi, 148/5, Lahal, Patiala. ...Petitioner

Versus

The Asstt. General Manager (Personnel),
Punjab & Sind Bank Ltd. (Personnel Deptt.),
H-11, Inner Circle, Connaught Circus,
New Delhi. ...Respondent.

AWARD

The Central Govt. as appropriate Govt. referred as Industrial Dispute u/s. 10 of the I.D. Act, 1947 vide its order No. L-12011/16/79-D.II.A, dated the 31st October, 1979 to this Tribunal in the following terms :

"Whether the action of the management of Punjab & Sind Bank Ltd. in suspending Shri Manjit Singh, workman at Sangrur Branch of the Bank without issuance of charge-sheet and without asking explanation of the workman is justified? If not, to what relief the workman is entitled to?

2. On receipt of the reference usual notices were sent to the parties and the parties put in their appearance, and the workman was directed to file its statement of claim but unfortunately workman side absented. With the result that ex-parte proceedings were ordered against the workman side and the Bank was ordered to file its written statement which was filed and upon the pleadings of the Bank ex-parte proceedings were ordered. Thereafter the Bank filed affidavit in support of its contentions in evidence which consists of statement of Shri Maninder Singh. I have gone through the ex-parte evidence and the written statement filed by the Bank and after giving my considered thought to the matter before me I have come to the following findings :

3. From the perusal of written statement filed by the Bank—Management it appears that the contention of the Management that Shri Manjit Singh, workman had committed certain gross acts of misconduct at Branch office, Sangrur and in consequence he was suspended pending further enquiry vide letter dated 2-8-1978 issued by the Bank whereafter a charge-sheet dated 28-8-1978 was issued to the workman and enquiry was ordered into the

matter but during the pendency of the enquiry S. Manjit Singh requested for a lenient view to be taken in the matter and for dropping of the enquiry, as a result whereof his request was conceded and he was thereafter awarded punishment of stoppage of one annual increment for the year 1980 for which punishment was accepted by S. Manjit Singh and as a result thereof the suspension order was revoked on 4th of February, 1980. It is further stated in the written statement that S. Manjit Singh was paid full pay and allowances for the period of suspension minus subsistence allowance already paid to him during the suspension period and as such it is contended that the workman was not entitled to anything in this reference. The allegations in the written statement are corroborated by the affidavit of Shri Maninder Singh apart therefrom letter dated 4th of February, 1980 has been filed whereby the suspension order was revoked and the workman was ordered to be paid full pay and allowances minus the subsistence allowance. Keeping in view the order of reference it would appear that the reference becomes infructuous since the order of suspension has been revoked and further since the workman has been ordered to be paid full wages for the suspension period and accordingly I hold that this reference has become infructuous and the workman is not entitled to any relief in this reference and it is ordered accordingly Parties are however left to bear their own costs.

Dated : 26th May, 1980.

Further Ordered :

Requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

MAHESH CHANDRA, Presiding Officer.

[No. L-12011/16/79-D.II.A.]

Dated : the 26th May, 1980.

S.O. 2085—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Ahmedabad, in the industrial dispute between the employers in relation to the management of Bank of Baroda, Ahmedabad and their workmen, which was received by the Central Government on the 9th August, 1980.

BEFORE SHRI R. C. ISRANI, PRESIDING OFFICER
INDUSTRIAL TRIBUNAL, AHMEDABAD

Reference (ITC) No. 3 of 1978

Adjudication

BETWEEN

The Management of Bank of Baroda, Ahmedabad

AND

The Workmen employed under it.

In the matter of terminating the services of Shri Arvindbhai Chunilal Patel, Peon.

APPEARANCES :

Shri C. V. Pavaskar, assisted by Shri Pithalay—for the Bank.

Shri K. R. Mehta—for the Workmen.

AWARD

This is a reference made by the Government of India to this Tribunal, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (hereinafter to be referred to as 'the Act'), vide Government of India, Ministry of Labour's Order No. F. No. L. 12012/137/77-D.II.A, dated 27th April/2nd May, 1978, in respect of an industrial dispute which has arisen between the parties, viz., the management of Bank of Baroda, Ahmedabad, (hereinafter to be referred to as 'the bank'), and the Workmen employed under it.

2. The industrial dispute, as it appears from the schedule attached to the original order, under which this reference has been made, relates to the demand, which is as under:—

"Whether the action of the management of Bank of Baroda Regional Office, Ahmedabad in terminating the services of Shri Arvindbhai Chunilal Patel, Peon with effect from 26-5-77, is justified? If not, to what relief is the workman entitled?"

3. In support of this demand, on behalf of the concerned workman, one Shri Arvindbhai Chunilal Patel, (hereinafter to be referred to as 'the workman'), one Shri K. R. Mehta, an executive committee member of All India Bank of Baroda Employees' Union, (N.O.B.W.), and the authorised representative of the workman, has filed the statement of claim, (Ex. 2), dated 30-5-1978. It is the case of the workman that initially he was appointed as a peon under the bank at its Kandari branch for the period from 11-1-1974 to 29-11-1975; that during this period his service was not continuous, but there were certain breaks which are indicated in para (3) of the said statement of claim, (Ex. 2). It is also his case that for the period he worked in that branch, he was given a certificate regarding his good work and also about his good conduct. Thereafter, in the year 1976 on 7-1-1976 he made the application (Ex. 8/1) to the bank for being appointed as a peon in the permanent employment of the bank. The authorities of the bank considered his application, and vide the letter of appointment, dated 21-12-1976, (Ex. 8/2), (Ex. 2/2), he was appointed as a peon and was posted at Zangor branch of the bank where he took charge on 24-12-1976. He worked in that branch continuously till 26-5-1977, on which date abruptly his services were terminated through the letter, dated 26-5-1977, (Ex. 8/2), (Ex. 8/3).

4. The allegation of the workman is, that this action of the bank was absolutely illegal and unjustified, as it was taken in utter violation of the Desai Award, as well as the settlement of the industrial disputes between certain banking companies and their workmen (hereinafter to be referred to as 'the settlement'). According to the workman, he had never been informed that his work as a peon was unsatisfactory, or that he was found to be unsuitable for that post. It is explained by him that the said bank had already issued to him certificates of merit, [Exs. 2(1A)], and after his previous service under the same bank, he was again reemployed with effect from 24-12-1976. The grievance of the workman is that, in fact, the order issued by the bank terminating his services, is not an order of discharge simpliciter, but is actually a penal order, through which he had been discharged from the service of the bank. According to the workman, his services clearly appear to have been terminated on account of an alleged misconduct and, therefore, the impugned order is not so innocent as it appears to be. The authorities of the bank have not followed the procedure prescribed under the Desai Award and the settlement for terminating the services of an employee of the bank for misconduct and, therefore, the impugned order (Ex. 8/3), is illegal and inoperative. According to the workman, neither he was given any show-cause notice, or charge-sheet, nor any domestic enquiry was held against him, in order to substantiate the alleged charges of misconduct levelled against him. The workman has contended that a particular procedure is prescribed under the award and the settlement for terminating the services of employees on account of misconduct, and those provisions are mandatory, having the force of law. Since those provisions were not followed by the bank, the impugned order can be held to be void ab initio and absolutely inoperative. It is explained that because the authorities of the bank were not prepared to reconsider their action, this industrial dispute was raised which, after the failure of the conciliation proceedings, has been referred for adjudication by the Government of India to this Tribunal.

5. On behalf of the bank, the written statement (Ex. 3), has been filed on 1-8-1978. The facts regarding the previous appointment, as well as the subsequent appointment of the workman under the bank, have been admitted and it is explained that at the time of the first appointment, for the entire period, the workman had actually worked only for 72 days. It was also admitted that certificates of good conduct and good performance of duties were given to the workman by the bank, but they were given to him for obtaining employment else where, at his own request. It is also admitted that at the subsequent time the services of the workman

were terminated with effect from 26-5-1977, but it is explained that they were terminated as he was not found suitable for being confirmed in the post on which he was appointed only as a probationer. According to the bank, the work of the workman as a peon was not found to be upto the mark. It is alleged that he was not taking interest in his work and required to be goaded to perform his duties and that his power of understanding was poor. It is also the case of the bank that the workman was advised from time to time to show improvement in his work, but there was no improvement at all. On account of these facts, the bank was satisfied that the workman was not suitable for being continued in service and it was, therefore, that his services were terminated.

6. As regards the question of not holding a domestic enquiry, the bank explained that it was not necessary to conduct any enquiry and judge his suitability for being continued in the post. It was clarified by the bank that the workman was not dismissed or discharged for misconduct and, therefore, the question of holding any enquiry for any such misconduct did not arise. The contention of the bank through this written statement is, that the unsuitability of employee would not amount to misconduct, so as to attract the relevant provisions of the Shastri Award, or the settlement for terminating his services. The bank insisted that the order terminating the services of the workman, is an order of discharge simpliciter, but not for any misconduct on his part. In para (6) of this written statement, the bank stated very categorically that the services of the workman were not terminated on account of any misconduct and, therefore, the provisions of bipartite settlement in respect of termination on account of misconduct, could not be legally attracted in this case. This being the factual position, it was urged on behalf of the bank through this written statement that the present reference be rejected.

7. After filing that written statement on behalf of the bank, the application (Ex. 12), was presented on 6th April, 1979, with a request for the amendment of the original written statement (Ex. 3). Through this application, it was prayed that according to the criteria for staff recruitment a person is not eligible for being appointed in the subordinate cadre if he has qualifications beyond 8th Standard. It was stated that at the time of employment, the workman has stated in his application (Ex. 8/1), that he had studied upto the 8th Standard. Because of this assertion, he was found to be eligible and, therefore, he was employed. However, it was subsequently noticed from the certificate issued by the Principal, Patel J.K. Sarvajani High School, Randari, that the workman was admitted in the VIII Standard on 29-6-1966 and he left the school on 30-6-1970, after having failed in the Xth Standard. The bank contended through this application, that from this documentary evidence, it would appear that at the time the workman made application for appointment, he had qualifications of having studied beyond VIII Standard and, therefore, was not entitled to be appointed in the subordinate service of the bank, according to the rules and regulations of the bank. It was, therefore, urged that because these facts were disclosed to the bank at a later stage, the necessary permission may be given to the bank to amend its original written statement (Ex. 3). Notice of this application, which was supported by the affidavit (Ex. 13) was given to the workman. On behalf of the workman, the reply, (Ex. 15) was filed to this application. After hearing the parties, the bank was permitted to amend the original written statement by including in it the contentions raised through this application (Ex. 12). Consequently, the bank submitted the amended written statement, (Ex. 16), on 5th July, 1979. It will thus appear that a further contention has been taken by the bank that since the workman was not legally eligible to be appointed in the subordinate service of the bank, as he was having qualifications more than the VIII Standard, he would not be competent to challenge the order of termination of his services with effect from 26-5-1977, because even his initial appointment under the bank was illegal and against the rules and regulations of the bank.

8. The bank was represented by Shri C. V. Pavaskar, assisted by Shri R. B. Pitale, and the workman was represented by Shri K. R. Mehta. So far the oral evidence is concerned, the evidence of the workman is recorded at Ex. 9 and thereafter the evidence was closed on his behalf, vide the pursbis Ex. 11, dated 23-2-1979. The bank on its behalf produced the evidence of one Shri Bhupatbhai Manshukhbhai,

which was recorded at Ex. 19, and thereafter its evidence was also closed through the pursbis (Ex. 20), dated 20-11-1979. On behalf of the parties, several documents have been produced which have been exhibited with their mutual consent.

9. After considering the oral, as well as documentary evidence and after perusing the documents produced by the parties, it will have to be determined whether the action of the bank in terminating the services of the workman through the letter, dated 26-5-1977, (Ex. 8/3) = (Ex. 2/3), can be held to be legal and proper? If the said point is answered in the negative, then, it will have further to be decided, as to what reliefs can be granted to the workman?

10. It is an admitted position that the workman was appointed as a peon under the bank through the letter of appointment (Ex. 8/2) = (2/2), dated 21-12-1976. He was also admittedly appointed on probation and, therefore, was a probationer under the bank. There were certain breaks in his service and on that aspect also there is neither any dispute nor any conflict between the parties. His services were terminated through the letter (Ex. 8/3) = (2/3), dated 26-5-1977. The contention of the union representing the workman, is that the services of the workman were terminated by way of punishment, because the bank felt that his performance as an employee of the bank, in his capacity as a peon, was absolutely unsatisfactory. On the other hand, the contention of the bank appears to be, that the impugned order terminating his services, is an order of discharge simpliciter and no stigma is attached to it. It is the case of the bank that it is not a penal order and was not taken against the workman for any misconduct on his part. Through the written statement (Ex. 3), the bank has taken the stand that the workman was not found suitable as a peon and, therefore, his services were terminated. It clearly appears from the record to which detailed reference shall be made presently, that the earlier documents clearly indicate that the allegation of the bank was that the performance of the workman was unsatisfactory. However, at the stage of filing the written statement (Ex. 3), the bank very cleverly omitted the use of the word, "unsatisfactory" and instead the word selected is, "unsuitable". By now, it is well settled that any order passed by an employer, terminating the services of an employee has to be properly construed and even x-rayed in order to find the real nature of the said order. The language employed, or used, in any order may not be the final indication regarding its true nature or character. The courts and tribunals have to critically examine such an order and after considering the accompanying circumstances and facts, a decision has to be arrived at, whether the impugned order is, in fact, an order of discharge simpliciter or, in reality, it is a penal order, but it has only been couched in a language, so as to appear to be an order of discharge simpliciter? In this connection, a reference is invited to a decision of the Supreme Court of India, (reported in A.I.R., 1975, Supreme Court, p. 661), in the case of *L. Michael v. Johnson Pumps Ltd.* The relevant observations are in para (19) on page 666, and they are as under:—

"19. The above study of the chain of rulings brings out the futility of the contention that subsequent to *Murugan Mills' case* (1965) 2 SCR 143 = (AIR 1965 SC 1496) colourable exercise of power has lost validity and loss of confidence has gained ground. The law is simply this : The Tribunal has the power and, indeed, the duty to X-ray the order and discover its true nature, if the object and effect, if the attendant circumstances and the ulterior purpose be to dismiss the employee because he is an evil to be eliminated. But if the management, to cover up the inability to establish by an enquiry, illegitimately but ingeniously passes an innocent-looking order of termination simpliciter, such action is bad and is liable to be set aside. Loss of confidence is no new armour for the management; otherwise security of tenure, ensured by the new industrial jurisprudence and authenticated by a catena of cases of this Court, can be subverted by this neo-formula. Loss of confidence in the Law will be the consequence of the Loss of Confidence doctrine."

11. Keeping these observations of the Supreme Court of India in view, the facts and circumstances of this case will have to be looked into and scrutinised for the purpose of finding out the real nature and character of the order of

discharge (Ex. 8/3) passed in this case by the bank against the workman on 26-5-1977. The impugned order (Ex. 8/3) is in the following language :—

"We refer to letter No. ZOG . ER : STF : 3/5622 dated 21st December, 1976 appointing you in services of Bank in subordinate cadre and regret to advise you that your services will stand terminated from 26-5-77 after office hours as your working during the probationary period has not been found satisfactory.

We enclose a pay order being one month's salary and allowances in lieu of one month's notice."

Before the services of the workman were terminated, some correspondence had taken place between the agent of the branch of the bank where the workman was serving and the regional manager of the bank at Ahmedabad. In this respect, a reference is invited to the letter, dated 9th May, 1977, addressed by the agent to the regional manager, which is at Ex. 8/4. The agent of the bank, where the workman was serving, complained to the regional manager against the workman through that letter as under :—

"He is not performing his duties with interest. For each and every work, we have to instruct him because he has no self understanding power and common-sense to dispose off any work.

He is not cooperative with the staff as well as with the customers. He is showing to work as a peon in the bank and therefore not going to work as expected by us.

Mr. Patel is thinking about the promotion from subordinate to clerical staff before confirm in the Bank's service. Because of that, he is trying to work as a clerk rather than subordinate.

He is not polite and courtesy by his nature. He is not obeyed our instructions promptly, as he feel that to work as a peon is one kind of burden.

As new-comer like him, we are giving lessons and explain the importance of getting job in the bank, in comparison to others who are not getting jobs, but he is working carelessly without any effect by improving his quality of work.

We, do not recommend to confirm him in the bank's job.

Please instruct."

12. Along with that letter, a proforma is given in respect of the details relating to the workman. In that proforma, it has been stated regarding the workman that he was, "Not so initiative". As regards the general opinion about him, it was stated that his work was not satisfactory as a new comer. It was further stated that "he was not a man of mixing nature and was not willing to work as subordinate rather than clerk". The allegation was made against him that he was looking towards the promotion, even though not confirmed in the bank's service. It was finally recommended "to not to confirm him in bank's service, but only an extension may be given to him for future period of 6 months". Thereafter, the regional manager addressed the letter, dated 24th May, 1977, (Ex. 8/5), to the agent of the bank, Zanol branch, district Broach. This letter was addressed by the regional manager in answer to the letter, dated 9th May, 1977, (Ex. 8/4), which has been reproduced above. Through this letter, the regional manager wrote as under :—

"In view of the unsatisfactory report on Shri A. C. Patel, Peon (on probation) attached to your branch it has been decided to terminate his services with immediate effect.

We send herewith a draft of the letter to be issued to Shri A. C. Patel under your signature.

Please also note that Shri Patel will be entitled to the pay and allowances including the date of his termination.

Please take the above action immediately under advice to us and Head Office, Baroda."

13. After the receipt of this letter, (Ex. 8/5), dated 24th May, 1977, the letter, (Ex. 8/3), dated 26-5-1977, was issued through which the services of the workman were terminated. From the above letters exchanged between the officers of the bank regarding the workman, it becomes fully established that his performance was found to be unsatisfactory and he was found to be a man with no initiative who did not wish to serve as a peon, but wanted some higher position. Even though, through those letters it has been very specifically stated that the performance of the workman was found to be unsatisfactory, yet, it is surprising to note that through the written statement (Ex. 3), the bank has tried to shift its original stand and has scrupulously avoided to use the word, "unsatisfactory", but instead has used the word, "unsuitable". After keeping in view what the officers of the bank felt about the workman, as indicated through the letters exchanged between them, it will have to be found out, whether the action taken against the workman by terminating his services, was an action of discharge simpliciter, or he was removed from the bank because of his unsatisfactory nature of work or inefficiency to serve as a peon under the bank ?

14. In this connection, a reference is invited, in the first instance, to a decision reported in A.I.R., 1960, Supreme Court, 589, in the case of the State of Bihar versus Gopi Kishore Prasad. The Supreme Court in that case was considering the question as to whether the finding of "unsuitability" of an employee would amount to a misconduct so as to attract the provisions of Article 311 of the Constitution of India. The relevant observations are in para (6) on page 692, which are as under :—

"(6) It would thus appear that in the instant case, though the respondent was only a probationer, he was discharged from service really because the Government had on enquiry, come to the conclusion, rightly or wrongly, that he was unsuitable for the post he held on probation. This was clearly by way of punishment and, therefore, he was entitled to the protection of Art. 311(2) of the Constitution. It was argued on behalf of the appellant that the respondent, being a mere probationer, could be discharged without any enquiry into his conduct being made and his discharge could not mean any punishment to him, because he had no right to a post. It is true that, if the Government came to the conclusion that the respondent was not a fit and proper person to hold a post in the public service of the State, it could discharge him without holding any enquiry into his alleged misconduct. If the Government proceeded against him in that direct way, without casting any aspersions on his honesty or competence, his discharge would not, in law, have the effect of a removal from service by way of punishment and he would, therefore, have no grievance to ventilate in any court. Instead of taking that easy course, the Government chose the more difficult one of starting proceedings against him and of branding him as a dishonest and an incompetent officer. He had the right, in those circumstances, to insist upon the protection of Art. 311(2) of the Constitution. That protection not having been given to him, he had the right to seek his redress in court. It must, therefore, be held that the respondent had been wrongly deprived of the protection afforded by Art. 311(2) of the Constitution. His removal from the service, therefore, was not in accordance with the requirements of the Constitution."

It is clear from these observations, that even if an employee is found to be "unsuitable" for any position or job, then, too, if his services are terminated on that account, the procedure prescribed by the Constitution of India has to be followed, viz., he is to be given the required charge sheet, or show-cause notice, and thereafter the enquiry is to be held against him, during which sufficient opportunity is to be given to him to defend himself. In the second place, a reference is also invited to another decision of the Supreme Court of India, (reported in A.I.R. 1966, Supreme Court, at page 1051) in the case of the Management of Utkal Machinery Ltd., versus, workman Santi Patnaik. In that case, their Lordships of the Supreme Court were considering, whether the allegation regarding "unsatisfactory work"

would amount to a charge of misconduct. The relevant observations are in para (6), on page (1052), and they are as under :—

"The argument was stressed on behalf of the appellant that there was no dismissal of the respondent for misconduct but she was only discharged in terms of the contract and the order of the management cannot be treated as an order of dismissal of the respondent for misconduct. The Labour Court has examined the evidence on this aspect of the case and has reached the finding that the order of the management discharging the respondent, dated April 30, 1962, was punitive in character and it should be taken as a punishment for the alleged misconduct of the respondent. The Labour Court has referred to the fact that there is no Standing Order of Utkal Machinery Ltd. with regard to punishment for misconduct. In the absence of any Standing Order the unsatisfactory work of an employee may be treated as misconduct and when the respondent was discharged according to the management for unsatisfactory work it should be taken that her discharge was tantamount to punishment for an alleged misconduct. If this conclusion is correct the management was not justified in discharging the respondent from service without holding a proper enquiry."

15. On the basis of the above cited two decisions of the Supreme Court of India, it can be legitimately held that the allegations of unsatisfactory performance of a workman, or unsuitability of a workman to work on a particular post, would amount to allegations of misconduct. In this case, therefore, on the basis of the correspondence between the officers of the bank through the letters cited above, it can be held that the performance of the workman was found to be unsatisfactory and even according to the bank itself, as disclosed through their written statement, he was found to be unsuitable to work as a peon under the bank. If that is so, those allegations were of a nature that they can be described as misconduct on the part of the workman. Admittedly, the employees of the bank, including the workman, are governed by the Shastri Award and the settlement. On referring to the said Award and the said settlement, it would appear that an employer, if he takes action against any employee for misconduct, which action would be described as disciplinary action, then, the mandatory provisions have to be complied with, relating to giving him a show-cause notice, or a charge sheet and thereafter of holding a domestic enquiry against him, during which a sufficient opportunity has to be given to him to defend himself. In this connection, a reference is invited to para 19/20 in Chapter 19 of the settlement relating to the procedure to be followed in terminating the services of an employee found guilty of any misconduct. Admittedly, in this case no such procedure as prescribed either under the Shastri award, or under the settlement, was followed by the bank before terminating the services of the workman. No charge sheet, or show cause notice, was given to him, and no explanation was sought from him regarding the allegations about his unsuitability to serve as a peon, or regarding the unsatisfactory character of his duties. This would show that the action of the bank which was undoubtedly penal, taken against him because of unsatisfactory performance of his duties amounting to misconduct, was taken in violation of the mandatory provisions of the Shastri award (Paras 501(10) and the settlement. As such, the said action will have to be declared to be illegal and ineffective. Thereafter, the same will have to be directed to be set aside.

16. From this discussion, it becomes clear that even though the workman was punished for his alleged misconduct, as the order terminating his services was undoubtedly penal, yet the mandatory provisions of the above mentioned award and the settlement were not complied with. No request was made from the bank during the proceedings of this reference to give them an opportunity or chance to prove the alleged misconduct against the workman before this Tribunal and this was obviously, on account of the fact, that from the very start the stand of the bank has been that this was a simple order of discharge and not a penal order. The position of law at present is very clear that in such cases it would be always the duty and the liability of an employer to approach the court or the tribunal with a request that

an opportunity be given to the employer to prove the alleged misconduct against the defaulting employee or workman before the said court or tribunal.

17. Shri Pavaskar, on behalf of the bank, has also taken another point which has arisen from the amended written statement that because the workman was having better qualifications than the required qualifications for appointment to the post of a peon, he could not be legally appointed as a peon on the date on which he was actually so appointed. He has referred to the school leaving certificate of the workman (Ex. 17/4), and also to S.S.C. certificate (Ex. 17/1), in order to show that on the date of his appointment, he had studied beyond VIII Standard and, therefore, according to the regulations of the bank, he could not be legally appointed to the post of a peon which is a post in the subordinate cadre. It is, therefore, urged by him that in his application for appointment (Ex. 8/1), dated 7-1-1976, the workman had suppressed the said fact and, thereby, had tried to deceive the bank. In my opinion, those facts also will not be sufficient to reject the demand of the workman at this stage for reinstatement in the bank's service. If the action of the workman in giving false information in his original application for appointment (Ex. 8/1) would amount to any misconduct as contemplated under the Shastri award, Desai award, or the various settlements, then, it would always be open to the bank to proceed against him in accordance with law. He can be given the required show-cause notice or charge sheet and thereafter he can be proceeded against for the said misconduct, if it can be shown that it would amount to a misconduct. At present, as the terms of this reference indicate, all that this tribunal has to scrutinise and find out is, whether the order of the bank, terminating the services of the workman with effect from 26-5-1977, can be held to be legal and proper? For the reasons discussed above, the said order cannot be held to be legal and proper but on the contrary it will have to be declared that it is illegal and ineffective. The position of law is that if an order of termination is found to be illegal, then the normal procedure would be to order the reinstatement of the concerned workman in his original position, unless there are reasons to direct otherwise. Shri Pavaskar invited my attention to the case of Messrs Chembur Co-op. Industrial Estate Ltd. and M. K. Chhatre and another, (reported in Supreme Court, Labour Judgements, 1975, at page 200). Relying on that decision, he has urged that no reinstatement should be ordered in this case even if it is found that the original order, terminating the services of the workman was illegal and ineffective. Now, the facts of that case are quite different, because in that case the services of the concerned workman were terminated on account of the employee having forfeited the confidence of the employers. The most important charge against the concerned workman in that case was, that he had removed the letter received from the architects of the society. Under those circumstances, the Supreme Court felt that no order of reinstatement may be made of such an employee in whom the employers had lost confidence. In the instant case, the workman was only a peon and even after his reinstatement he would be working as a peon. There is no such allegation against him that he had acted in a manner so as to forfeit the confidence of his superiors. This decision, therefore, would not be helpful to the bank. From the entire correspondence which took place between the officers of the bank, it cannot be said that the reinstatement of the workman, would, in any way jeopardise the interests of the administration of the bank.

18. As regards the back wages, the burden was upon the employer to show that during the period the workman was unemployed under the bank, he had served elsewhere or was gainfully employed elsewhere and had earned money from that employment. The workman is examined at Ex. 9 and he has deposed that even though he had made attempts to secure alternative employment, yet he had failed to secure any such employment. However, he admitted that he had worked as a watchman over the fields of his uncle and from that employment, he had earned Rs. 1200. In this connection, he has also produced with his pursuis (Ex. 21), a letter from his uncle, (Ex. 21/1), showing that the workman was paid Rs. 1200 for having kept watch over the lands of his uncle. On the one hand, the bank has not been able to prove that the workman was gainfully employed at any other place, but on the other hand the workman himself has fairly admitted that he had worked for a year for

keeping watch over the lands of his uncle and had earned Rs. 1200. This being the position, so far the back wages are concerned, the workman will have to be paid the same minus the amount of Rs. 1200, which he had earned from the alternative occupation during the period of his unemployment.

19. (i) It is hereby declared that the action of the management of the bank of Baroda, Regional Office, Ahmedabad, in terminating the services of Shri Arvind-bhai Chunni Lal Patel, Peon, with effect from 26-5-1977, vide their letter, (Ex. 8/3), dated 26-5-1977, was absolutely illegal and ineffective. The same was, therefore, not justified. This being the finding, the concerned workman would be entitled to the relief of reinstatement in his original position, as well as the payment of his full back wages, minus the amount which he may have earned during the period of his unemployment under the bank.

(ii) It is, therefore, hereby directed that the said workman, Shri A.C. Patel, be immediately reinstated in his original position under the bank, which he enjoyed on 26-5-1977, the date on which his services were terminated. It is further directed that his reinstatement will be with continuity of service and he would be entitled to all the benefits which he would have received if his services had not been terminated.

(iii) It is further directed that the said workman shall be paid his full back wages, minus Rs. 1200, from 26-5-1977, till the date on which he is actually reinstated in his original position under the bank. The arrears of his back wages shall be paid to him within a period of one month from the publication of this Award in the Gazette of India.

(iv) The first party to bear its own costs and also to pay the costs of the second party, which are quantified at Rs. 500 (Rupees Five Hundred only).

Ahmedabad,
30th June, 1980.

R. C. ISRANI, Presiding Officer
[No. L-12012/137/77-LII(A)]
S. K. BISWAS, Desk Officer

New Delhi, the 25th July, 1980

S.O. 2086.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jaipur, in the industrial dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workmen, which was received by the Central Government on the 5th July, 1980.

BEFORE SHRI M. D. CHOUDHARY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

Reference Case No. CIT-4 of 1975

Ref.—Government of India, Ministry of Labour, New Delhi Order No. L-12012/54/72-LRIII, dated 28th April, 1975.

In the matter of an Industrial Dispute
BETWEEN

The State Bank of Bikaner & Jaipur
AND
Their Workman

APPEARANCES :

For the workman—Shri P. K. Sharma.

For the opposite party—Shri S. B. L. Aggarwal.

Date of Award—2nd June, 1980.

AWARD

The Central Government referred the following Industrial Dispute existed in between the State Bank of Bikaner &

Jaipur and their workman Shri S. K. Gautam, Clerk-cum-Cashier-cum-Godown-Keeper in the matter of his discharge from service for adjudication to this Tribunal under the above said order :—

“Whether the action of the management of the State Bank of Bikaner and Jaipur, Jaipur in discharging Shri S. K. Gautam, Clerk-cum-Cashier-cum-Godown-keeper from service is justified? If not, to what relief is the said workman entitled?”

2. A claim was preferred in the dispute by Shri S. K. Gautam with the contention that he was serving as a Clerk-cum-Cashier at Churu branch of the opposite party bank. He was the Secretary of the local unit of the Union at Churu. His Union activities were not taken happily by the management; as such he was transferred to Dungargarh branch in the end of December, 1966. The Union and the workman represented against the transfer and requested for cancellation of the same but he was relieved on 9th January, 1967. He joined at Dungargarh branch on 21st February, 1967 where Shri J. P. Mehta was working as an Agent in the Dungargarh branch of the opposite party bank. He was directed to take charge of the godown. He complied with the orders but he had found many irregularities in the working of the godowns; so he submitted a charge-report with certain remarks. It annoyed Shri Mehta and he threatened the petitioner to bow down to his wishes otherwise he would suffer. In the meanwhile Shri Mehta was transferred and Shri P. N. Dandwani took over charge as his successor. Shri Gautam informed the authorities about his misdeeds from time to time and aggrieved by it he concocted a false and fictitious case against him in order to get him removed from service. The opposite party bank initiated disciplinary action against Shri Gautam on the false report of Shri Dandwani that he abused the Agent on 23rd of January, 1968 at about 1 P.M. in the bank premises in an indecent manner by uttering the words “Besharam, Nalayak, Idiot, learn manners, Sar Phod Dunga” alleged to be misconduct in terms of Para 19.5(c) of bipartite settlement dated 19th October, 1966. He was given charge-sheet on 1st February, 1968. It was replied by the workman Shri Gautam and Shri E. Benjamin was appointed as Enquiry Officer by the Disciplinary Authority. Shri Benjamin fixed many dates of hearing and the date fixed on 13th July was not adjourned and he proceeded with the enquiry ex-parte. Ultimately the Enquiry Officer had held the workman guilty of the charge. On that the disciplinary authority discharged him from service. The workman preferred an appeal to the Appellate Authority of the bank but it was also dismissed. It was alleged that the enquiry held was in violation of principles of natural justice as the petitioner was not supplied with the documents and he was not given an opportunity to defend himself. The finding of the Enquiry Officer was also alleged to be wrong as he was interested in the enquiry being a fellow officer of the complainant Shri Dandwani. The penalty of discharge from service was also alleged to be very excessive and was said to have been passed in order to victimise him and, therefore, it was prayed that the discharge order be set aside and he should be reinstated with full salary along with all other benefits.

3. The claim of the workman was opposed by the bank with the contention that the workman was given ample opportunity to defend himself in the domestic enquiry and the principles of natural justice were not violated by the Enquiry Officer. It was also averred that on the earlier occasions the workman was charge-sheeted for acts of misconduct and after due enquiry he was held guilty of minor and major misconducts and he was punished with warning and stoppage of one next increment. It was further averred that the workman Shri Gautam was charged for the act of gross misconduct committed by him on 23rd January, 1968 by uttering derogatory and abusive words against Shri Dandwani, the Agent of the branch. The explanation given by the workman on 8th February, 1968 was not considered satisfactory by the notified disciplinary authority; as such Shri E. D. Benjamin, a Senior Officer posted as an Agent in the bank at Churu branch was appointed as Enquiry Officer. He held the enquiry. He fixed many dates of hearing and ultimately on finding that the workman was adopting dilatory tactics, he refused to adjourn the hearing fixed on 13th July, 1968 and proceeded with the enquiry ex parte after prior intimation to the workman. Shri Gautam was held guilty of the charge by the Enquiry Officer. On that the disciplinary authority after giving

an opportunity of hearing the workman awarded the punishment of discharge from service. It was also averted that the punishment awarded was neither excessive nor awarded to victimise him and thus it was prayed that the claim should be disallowed.

4. After taking evidence of the parties the preliminary point of fairness of the enquiry was decided by the Tribunal by its order dated 23rd May, 1978 and the domestic enquiry was held to be fair and proper. The workman Shri Gautam went in writ in the High Court against the order of fairness of the enquiry and the same was dismissed by the Single Bench by its judgment dated 9th April, 1979. The workman again preferred a Special Appeal in D.B. and that was also dismissed by order dated 16th August, 1979 and the domestic enquiry was held to be fair and proper.

5. Thereafter the workman Shri Gautam led evidence on his plea of victimisation and the opposite party bank examined three witnesses in rebuttal.

6. Arguments advanced in the case have been considered and record of the case has been perused. The following are the main points for decision in the case:—

- (1) Whether the charge of misconduct levelled by charge-sheet dated 1st February, 1968 is established against the workman in the enquiry?
- (2) Whether the punishment of discharge from service awarded to the workman was awarded in order to victimise him?

Point No. 1 : Shri S. K. Gautam was given the charge-sheet of abusing the Agent Shri Dandwani on 23rd January, 1968 at 1 P.M. while on duty on the premises of the bank by uttering the words "Be Sharam, Nalayak, Idiot, learn manners, Sar Phod Dunga" said to be a gross misconduct in terms of Para 19.5(c) of the bipartite settlement, dated 19th October, 1966. The charge was denied by Shri Gautam before the Enquiry Officer. Seven witnesses viz. Shri P. N. Dandwani, Agent, Shri Satya Narain Singh, Clerk-cum-Cashier, Shri M. C. Kochar, Head Cashier, Shri B. L. Mali, temporary clerk, Shri Malaram Nai, Peon, Shri Shiv Ratan Tapariya and Shri Bajranglal, customers of the bank were examined by the opposite party bank. Shri Dandwani had stated that on 23rd January, 1968 Shri Gautam was sitting on the I.B.C. counter, at about 10-45 A.M. and certain vouchers of I.B.C. for realisation were received by him. He continued to collect the vouchers and did not send them for further action after entering them in the register. He reminded him to expedite the disposing of the vouchers so that the parties may not be delayed. Shri Gautam ignored the instructions. On that he was directed to pass his counter work to Shri Satya Narain Singh, another clerk in the bank. He did not comply with the orders, and demanded a written order. Thereupon a written order was also passed. Still he ignored to comply with the order and began to argue with the Agent in a raised voice. He openly said that he would not recognise the authority of the Agent or would not care for him. When he persisted and he was asked either to dispose of the work or allow Shri Satya Narain Singh to work in his place, he flared up and shouted the abusive and derogatory words "Be Sharam, Nalayak, Idiot, learn manners, Sar Phod Dunga". The other witnesses examined by the bank have corroborated the version of Shri Dandwani regarding abuses given by Shri Gautam to the Agent except that one or two words of the abuses were said in a different way. Shri Satya Narain Singh had stated that "Idiot, Be-Sharam, Sar Phod Dunga and learn manners" abuses were given by Shri Gautam to the Agent. Shri Kochar had stated that he heard that Shri Gautam abused the Agent and refused to leave his seat or to allow Shri Satya Narain Singh to work on his seat. He had stated that abuses given were in English and therefore he could not follow as he was concentrating on his cash work. Shri B. L. Mali had stated that Shri Gautam had uttered the words "Nalayak, Be Sharam, Sar Phod Dunga, voucher Nahi deta". Shri Maliram had stated that Shri Gautam uttered the words "Kameen, Nalayak, Be Sharam, Sar Phod Dunga". Shri Shiv Ratan, a customer of the bank had stated that Shri Gautam abused the Agent as "Nalayak, Be Sharam, Sar Phod Dunga". Shri Bajranglal had stated that Shri Gautam abused the Agent as "Be Sharam and Nalayak". Shri Dandwani had also stated that Shri Gautam was earlier given charges for minor and major misconducts and he was punished with warning of withholding of next

increment by order Ex. P-2. He had further stated that this incident was also reported to the Superintendent of Staff on that very day by letter Ex. P-1. On the basis of the above evidence, the Enquiry Officer had taken the charge of misconduct proved against Shri Gautam.

7. It is submitted on behalf of the workman that the Enquiry Officer was a fellow officer of Shri Dandwani; as such he was an interested person. He had observed in the enquiry that Shri Gautam in order to dodge the enquiry decided to file some case against the Agent on 14/15-6-68 in Court at Ratangarh. Again he had made misleading statement for taking the adjournment of 13th July, 1968. He had also relied on an order of punishment given against the workman in the enquiry without being given a charge for it; so he should be held to be an interested person and his finding should be taken to be incorrect. The contention advanced is devoid of force. Shri B. Benjamin was a senior officer of the bank and Shri Dandwani was a junior officer as is apparent from the enquiry record. In that case he cannot be taken interested in Shri Dandwani merely because he is also an officer of the bank. Besides, Shri Gautam did not prefer to participate in the enquiry and tried to avoid it on one pretext or other which forced the Enquiry Officer to proceed ex parte. In that case the Enquiry Officer cannot be blamed for the conduct of the delinquent, he adopted in the enquiry proceedings. In the case it has to be seen that the enquiry report given by the Enquiry Officer is wrong because of misappreciation of the evidence or because of relying on inadmissible evidence. From the above, the conclusion drawn by the Enquiry Officer cannot be taken to be wrong specially when the workman did not prefer to submit his defence. Besides, the observation made by the Enquiry Officer regarding dilatory tactics adopted by the workman cannot be considered wrong if they are examined in the circumstances in which they were made. In view of above, the contention advanced on behalf of the workman that the enquiry report should be taken to be incorrect on account of the Enquiry Officer being an officer of the bank is devoid of force.

8. It is further urged on behalf of the workman that all the seven witnesses had not narrated the full words uttered by Shri Gautam in abusing Shri Dandwani. They are at variance in the statements of the witnesses. The bank had examined Shri Bhanwarlal Jhanwar though it was reported by Shri Dandwani that some Bhanwarlal Joshi was present at the time of the incident. In that case the finding given by the Enquiry Officer should be held to be wrong and it should be held that the charge is not made out against Shri Gautam. For this it is submitted on behalf of the opposite party that the Tribunal is not to sit as appellate Judge while assessing the correctness of the report of the Enquiry Officer on the basis of the evidence given before it and the report given by him should be relied. For this reliance has been placed on the following cases:—

- (1) Titaghur Paper Mills Co. Ltd. Vs. Ramnaresh Kumar (1961-I LLJ. 511).
- (2) Indian Iron & Steel Co. Vs. Their workman (1953-I LLJ. 260).
- (3) Doom Dooma Tea Co. Ltd. Vs. Assam Chah Karamchari Sangh and another (1960-II LLJ. 56).
- (4) Ritz Theatre (Pvt.) Ltd. Delhi Vs. Its workmen (1962-II LLJ. 498).
- (5) Tata Oil Mills Ltd. Vs. Its workmen and another (1963-II LLJ. 78).
- (6) Anand Bazar Patrika Pvt. Ltd. Vs. Its employees (1963-II LLJ. 429).
- (7) Tata Oil Mills Co. Ltd. Vs. Its workmen (1964-II LLJ. 113).

The contention raised is not legally sound. By Amending Act Industrial Disputes (Amendment) Act, 1971 (Act No. 45 of 1971) Section 11A was more added in the Industrial Disputes Act and the jurisdiction of the Tribunal was changed from supervisory to appellate in nature in the matter of discharge and dismissal of the workman. In that case the case law relied by the opposite party to advance the above contention cannot be relied as they all are of the period prior to the above-said amendment. In the matter of discharge and dismissal of workmen the Tribunal is given the jurisdiction of appellate nature and it is authorised to appreciate the evidence and also act

as appellate Court in the matter of punishment though it is expected to be slow in reversing the finding of the Enquiry Officer if it is found sustainable from the evidence given before him. From the evidence narrated above the charge against Shri Gautam is well made out that he had abused the Agent in indecent language while both of them were on duty. The contradictions pointed out in the language of the abuses narrated by the witnesses are of minor nature. Such type of minor contradictions are bound to occur in oral testimony if the statements are recorded after a lapse of some time. The discrepancy pointed out in the Sir Name of the witness Shri Banranglal is also not sufficient to consider the report wrong as different persons may address a person in different Sir Names i.e., one may address a person by caste and another may address him by sir name of Gotra or in any other like manner. The finding recorded by the Enquiry Officer is in consonance with the evidence given in the enquiry and it cannot be held to be wrong. The result is that the charge was rightly held as proved by the Enquiry Officer against Shri Gautam.

9. **Point No. 2 :** It is urged on behalf of the workman that Shri Gautam was given the punishment of discharge from service on the misconduct of abusing the Agent. The punishment should be held to be excessive in view of the facts and circumstances of the case and also in the back ground that Shri Gautam had complained against Shri Dandwani and his predecessor Shri Mehta so the punishment should be taken to have been awarded in order to victimise him. It is also submitted that the past record of Shri Gautam was considered while awarding the punishment without any prior notice being given to him as there was no such charge against him; as such the punishment given should be held to have been vitiated. In support of this contention reliance has been placed on the following cases :—

- (1) Ramchandra Gopalrao Vs. D.I.G. Police, M.P. (A.I.R. 1957 M.P. 126).
- (2) S. Nanjundeswar, P.S.I. of Police, Sagar Vs. State of Mysore (A.I.R. 1960 Mysore 159).
- (3) State of Mysore Vs. Manche Gowda (A.I.R. 1964 SC 506); and
- (4) Sukhendra Chandra Dass Vs. Union Territory of Tripura (A.I.R. 1962 Tripura 15).

10. The submission made is not tenable. The above-said cases relied are not applicable to the facts of the present case. In these cases the past record was considered without giving notice regarding the use of such record to the delinquent and therefore it was held that the past record of the employee should not have been considered without notice to him. In the present case the disciplinary authority had not considered the fact of past penalty awarded to Shri Gautam. He had observed that looking to the facts of the case and the past record submitted by the Agent before the Enquiry Officer the punishment of dismissal was warranted but a lenient view was taken in the matter and the punishment of discharge from service was awarded. It shows that the past record of awarding a warning and withholding of next increment in the matter of minor and major misconduct was submitted before the Enquiry Officer; as such it cannot be said that it was taken into consideration after the report was submitted. It was submitted in the enquiry and if Shri Gautam would have participated in the enquiry he would have notice of it. Besides, this was submitted in the enquiry as a piece of evidence that Shri Gautam is of the nature of behaving in the manner for which the charge of misconduct had been given to him earlier also. He was given a notice of the proposed punishment and therefore had a notice that his past record was also submitted in evidence, before the Enquiry Officer. In that case it cannot be taken that the past record of Shri Gautam was considered without notice to him. Besides, it may be observed that the notified disciplinary authority had not relied on the past record for awarding the punishment. On the contrary he had observed that he had taken a lenient view and therefore he had awarded a punishment of discharge from service. In view of above facts and the circumstances the contention advanced on behalf of Shri Gautam that his past record was considered without any notice to him and it was considered in awarding punishment is not tenable.

11. The contention of the Union that Shri Gautam was given the punishment of discharge from service on account of his making complaint of the Agent to higher authorities;

as such it should be taken to have been awarded to him in order to victimise him. The contention is not tenable, firstly on the ground that the above-said contention is not made out by the workman from any reliable evidence. Even if it is assumed on the basis of some copies of letters submitted by Shri Gautam that he had made some complaints of Shri Dandwani and Shri Mehta to higher authorities regarding some irregularities, still it cannot be relied that those complaints were true. Besides, the charge has been held to have been proved against Shri Gautam. In that case the above-said plea cannot be given any weight except in the case of the punishment of discharge from service is found to be disproportionate to the charge held proved against him. In the case of Shri Gautam, he had been held guilty of abusing the Agent, his superior officer, in indecent manner while on duty, in banking hours, before the customers. It is a major misconduct. In the circumstances the punishment of discharge from service awarded to him cannot be held to be excessive in any manner.

12. Therefore, in view of above, it is held that the punishment awarded to Shri Gautam for the charge of misconduct proved against him cannot be taken to have been awarded in order to victimise him.

13. Therefore, an Award is passed that the action of the Management of State Bank of Bikaner & Jaipur in discharging Shri S. K. Gautam, Clerk-cum-Cashier-cum-Godown-Keeper from service is valid and justified and he is not entitled to any relief in the case.

14. Let the Award be sent to the Central Government for publication under Section 17(1) of the Industrial Disputes Act.

M. D. CHOUDHARY, Presiding Officer

[No. L-12012/54/72-D. II(A)]

S. K. BISWAS, Desk Officer

New Delhi, the 25th July, 1980

S.O. 2087.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Bombay in the industrial dispute between the employers in relation to the management of Messrs Janardhan Zarpkar, Raising Contractor, Pissurlem Mines, Mapusa, Goa, and their workmen, which was received by the Central Government on the 4th July, 1980.

BEFORE SHRI JITENDRA NARAYAN SINGH PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

CAMP : PANAJI

Reference No. CGIT-2/2 of 1980.

(Old Reference No. CGIT-2/6 of 1969)

PARTIES :

Employers in relation to the Management of Messrs Janardhan Zarpkar, Raising Contractor, Pissurlem Mines, Mapusa, Goa

AND

Their Workmen :

APPEARANCES :

For the Employers—Shri Ramesh Desai, Labour Adviser.

For the Workmen—Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union, Goa.

Industry : Iron Ore Mines

State : Goa, Daman and Diu

Panaji, dated the 18th June, 1980.

AWARD

1. By order No. 24/9/68-LRJ dated 1-5-1969 the Central Government in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) in exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947 referred to this Tribunal for adjudication an industrial dispute existing between the employers specified in Schedule I

in relation to Messrs Janardhan Zarapkar, Raising Contractor, Pissurulem Mine and their workmen in respect of the matters specified in the Schedule II as mentioned below :—

- "(1) Shri Manohar Hiru Naik, Parulekar, Owner, Pissurulem Mines, Mapucca, Goa.
- (2) Messrs Janardhan Zarapkar, Raising Contractors, Pissurulem Mines, Mapuca, Goa."

SCHEDULE-II

"1. Whether the action of the management of Shri Manohar Hiru Naik Parulekar, Owner Pissurulem Mine and Messrs Janardhan Zarapkar, Raising Contractors of Pissurulem Mines in not implementing the final recommendations of the Central Wage Board for Iron Ore Mining Industry as accepted by the Government of India in respect of the workmen employed in their Iron Ore Mines with effect from the 1st January, 1967, is justified, If not, to what relief are the workmen entitled ?

2. Whether the action of the management of Shri Manohar Hiru Naik Parulekar, Owner of Pissurulem Mine in retrenching the following workmen vide notice dated the 1st December, 1968 is justified ?

1. Chandra Gaunco
2. Shrikishna Morajkar
3. Appana Karne
4. Nanasaheb Dodmani
5. Michael D'Souze

If not to what relief are the workmen entitled ?

3. Whether the action of the management of Messrs. Janardhan Zarapkar Raising Contractors of Pissurulem Mine in terminating the services of the following workmen vide notice dated the 1st December 1968 is justified ?

1. Harishchandra Mayekar
2. Dinu Maruthi Jadhav
3. Hussien M. Mulla
4. Mutta Swami
5. Prabhakar Bhagat
6. Shanu Amonkar
7. Viniak Bhagat
8. Halappa Marathe

If not, to what relief are the workmen entitled ?

4. Whether the action of Messrs. Janardhan Zarapkar Raising Contractor of Pissurulem Mine in terminating the services of the following workmen in their notice dated 2nd January, 1969 is justified ?

1. Uttam Narayan Kamath
2. Jayaram R. Shirodkar
3. Dhale Kamath
4. Yeshwant Herjan
5. Narayan Shetkher
6. Anant Mirankal
7. Anant Goakar
8. Ramesh Vlagonkar
9. Prakash V. Naik
10. Prabhakar Virdikar
11. Laxman Pissurlekar
12. Sitaram Powar
13. Babli B. Naik
14. Antu Powar

If not, to what relief are the workmen entitled ?

5. Whether the action of Messrs Janardhan Zarapkar raising contractor Pissurulem Mine in terminating the services of Shri Manohar Tukaram Tari with effect from the 20th December, 1968 is justified ? If not, to what relief is the workmen entitled ?

2. Both the parties filed written statements and the reference was heard on merits by Shri N. K. Vani, who by two separate Awards Part III and IV dated 6-9-1971 and 10-11-1971 held that the retrenchment of the concerned workmen were illegal and ordered payment of compensation equal to six months wages. As against the said two awards the management of M/s. Janardhan Zarapkar filed special Civil Applications No. 7 of 1972 and 27 of 1972 before the Additional Judicial Commissioner in Goa who by his judgement dated 21st December, 1979 remanded the award holding that while awarding the compensation the Tribunal had not indicated the guidelines in granting the relief. It was also held that the Tribunal will go into the question to assess the compensation according to the legal principles.

The concluding portion of the judgement is as follows :—

"8. In the circumstances I find no other alternative but to adopt the course as suggested. In the result the portion of the award that directs payment of compensation is only set aside and the learned Tribunal is to take the two references back to his file and proceed to assess compensation after setting forth the reasons therefor. Since the matter has become very old the learned Tribunal is requested to dispose of the two matters as early as possible. There will be no order for costs."

3. On receipt of the record from the Judicial Commissioner notices were issued to the parties for hearing. After certain dates the parties filed an application duly signed by their representative praying to pass an Award in terms of settlement dated 18-6-1980. The terms of settlement are as follows :—

"1. The management of M/s. Janardhan Zarapkar agrees to pay a sum equivalent to 2-1/2 months' wages at the last drawn rate of salary towards the compensation to the workmen enlisted in the Annexure A to this application.

2. The management agrees to pay earned wages, if any, for days actually worked by the workmen till 31st December, 1968.

3. The Union and the workmen agree to accept the amounts as agreed in clause (1) and (2) above as full and final settlement of all their legal dues.

4. The Union and the workmen agree that in view of these consent terms, the disputes raised in Reference No. CGIT-2/2 of 1980 (i.e. Original Reference No. CGIT-2/6 of 1969 is finally settled.

5. The parties agreed to submit the above consent terms to this Hon'ble Industrial Tribunal for consent award."

4. The aforesaid terms are in the interest of the workmen and it is accepted. Accordingly a consent award is passed in terms of the above settlement. Application dated 18-6-1980 containing the terms of settlement will form part of this Award.

No order as to costs.

JITENDRA NARAYAN SINGH, Presiding Officer

[No. 24/9/68-LRI/D.III(B)]

A. K. ROY, Under Secy.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT NO. 2 AT BOMBAY

Reference No. CGIT-2/2 of 80

BETWEEN

Employers in relation to Shri Manohar Hiru Naik Parulekar and M/s. Janardhan Zarapkar, Goa

AND

Their Workmen

MAY IT PLEASE YOUR HONOUR

The parties herein jointly submits as under :

The above dispute was remanded by the Hon'ble Addn. Judicial Commissioner, Panaji to this Hon'ble Industrial Tribunal vide its order in Special Applications (Writ Petitions) No. 7 of 1972 and 27 of 1972 for assessing the compensation after setting forth the reasons therefor. The matter was fixed

for hearing before this Hon'ble Industrial Tribunal on 16th June, 1980 at Panaji. In the meantime the parties met and discussed the matter mutually and arrived at the following terms.

Terms of Settlement

1. The management of M/s Janardhan Zarpkar agrees to pay a sum equivalent to 2-1/2 months' wages at the last drawn rate of salary towards the compensation to the workmen enlisted in the Annexure A to this application.

2. The management agrees to pay earned wages, if any, for days actually worked by the workmen till 31st December, 1968.

3. The Union and the workmen agree to accept the amounts as agreed in clauses (1) and (2) above as full and final settlement of all their legal dues.

4. The Union and the workmen agree that in view of these consent terms, the disputes raised in Reference No. CGIT-2/2 of 1980 (i.e. Original Reference No. CGIT-2/6 of 69 is finally settled.

5. The parties agree to submit the above consent terms to this Hon'ble Industrial Tribunal for consent award.

The parties, therefore, pray that this Hon'ble Industrial Tribunal be pleased to pass a consent award in terms of the above settlement.

For which act of kindness, the parties shall ever remain.
Panaji, 18th June, 1980.

Sd |.

(Ramesh Desai)
Labour Adviser
for M/s. Janardhan Zarpkar
Mapusa-Goa.

Sd |-

(George Vaz)
General Secretary
Goa Mining Labour Welfare
Union, Assonora-Goa.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT NO. 2 AT BOMBAY

Reference No. CGIT-2/2 of 1980

BETWEEN

Employers in relation to Shri Manohar Hiru Naik Parulekar and M/s. Janardhan Zarpkar, Goa.

AND

Their workmen

ANNEXURE—'A' TO APPLICATION

1. Shri Harishchandra Mayekar
2. Shri Dinu Maruthi Jadhav
3. Shri Hussien M. Mulla
4. Shri Mutta Swami
5. Shri Prabhakar Bhagat
6. Shri Shanu Amonkar
7. Shri Vinayak Bhagat
8. Shri Kalappa Marathe
9. Shri Uttam Narayan Kamath
10. Shri Jayaram R. Shirodkar
11. Shri Dhalo Kamath
12. Shri Yeshwant Herjan
13. Shri Narayan Shetkar
14. Shri Anant Nirankar
15. Shri Anant Goakar
16. Shri Ramesh Vaigonkar
17. Shri Prakash V. Naik
18. Shri Prabhakar Virdikar
19. Shri Laxman Pissurlekar
20. Shri Sitaram Powar
21. Shri Babli B. Naik
22. Shri Antu Powar.

Panaji, 18th June, 1980.

Sd |-

(Ramesh Desai)
Labour Adviser
for M/s. Janardhan Zarpkar
Mapusa

Sd |-

(George Vaz)
General Secretary,
Goa Mining Labour Welfare Union
Assonora.

